

# Memorandum



To : SAC, WMFO 46A-WF-179870

Date 4/26/93

From : SA [REDACTED] (C-9)

b6  
b7C

Subject: BIG BOUNCE;  
MAJOR CASE 55;  
OO: WMFO

Below is the current listing of subfiles pertaining to captioned case:

SUB L - CLEARED MEMBERS

SUB N - MISC. NEWSPAPER ARTICLES

SUB P - MISC. NEWSPAPER ARTICLES

SUB X - ELSUR (TCM)

SUB Y - ELSUR (NTCM)

SUB AA - [REDACTED]

SUB BB - [REDACTED]

SUB CC - [REDACTED]

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SUB DD - [REDACTED]

SUB EE - [REDACTED]

SUB FF - FORMER CONGRESSMAN CARL C. PERKINS

SUB GG - FORMER CONGRESSMAN STEVEN J. SOLARZ

SUB HH - FORMER CONGRESSMAN DOUGLAS H. BOSCO

SUB II - FORMER CONGRESSWOMAN MARY ROSE OAKAR

THIS MEMO SHOULD BE MAINTAINED AS THE TOP SERIAL IN EACH SUBFILE.

1 - (46A-WF-179870  
27 - (1 EACH SUBFILE)  
RFK:rfk  
(28)

*OTK*  
*Subfile*  
*SA [REDACTED]*  
*4/26/93*  
*4/30/93*

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46A-WF-179870 Subfile

SEARCHED	INDEXED
SERIALIZED	FILED
APR 27 1993	
FBI - WMFO	

SUB JJ - FORMER CONGRESSMAN CARROLL HUBBARD, JR.  
SUB KK - FORMER CONGRESSMAN WILLIAM V. ALEXANDER, JR.  
SUB LL - FORMER DELEGATE WALTER E. FAUNTROY  
SUB MM - CONGRESSMAN CHARLES B. RANGEL  
SUB NN - FORMER CONGRESSMAN ROBERT W. DAVIS  
SUB OO - CONGRESSMAN HAROLD E. FORD  
SUB PP - FORMER CONGRESSMAN CHARLES HATCHER  
SUB QQ - FORMER CONGRESSMAN CHARLES A. HAYES  
SUB RR - FORMER CONGRESSMAN TOMMY F. ROBINSON  
SUB SS - FORMER CONGRESSMAN JIM BATES  
SUB TT - CONGRESSMAN CHARLES WILSON  
✓ SUB UU - FORMER CONGRESSMAN DONALD E. "BUZZ" LUKENS  
SUB VV - FORMER CONGRESSMAN GUS SAVAGE

Universal Case File Number

46A-WF-179870 sub UU - 1A(1)

Field Office Acquiring Evidence

Serial # of Originating Document

Date Received

2/7/96

From



(Name of Contributor)

(Address of Contributor)

b6

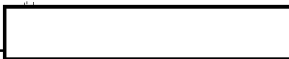
b7C

MIDDLETOWN, OH

(City and State)

By

SA



(Name of Special Agent)

To Be Returned ☐ Yes ☒ No

Receipt Given ☐ Yes ☒ No

Grand Jury Material - Disseminate Only Pursuant to Rule 6 (e)

Federal Rules of Criminal Procedure

☐ Yes ☒ No

Title: BIG BOUNCE

MAJOR CASE 55

Reference:

FD-302, dated 2/7/96

(Communication Enclosing Material)

Description: ☐ Original notes re interview of

Original facsimile of trial subpoena

## United States District Court

FOR THE

DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA

V.

JOHN P. Fitzpatrick

SUBPOENA IN A  
CRIMINAL CASE

CASE NUMBER: 95 - 0042

TO: Mark Shiflet

☒ YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

## PLACE

United States District Court House  
Third and Constitution Avenue, N.W.  
Washington, D.C. 20000

## COURTROOM

Courtroom 19  
Sixth Floor

## DATE AND TIME

Thursday, February 1, 1996  
9:00 a.m.

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):



MAGISTRATE, CLERK OF COURT

JAMES MAYER WHITTINGTON

Deputy Clerk

DATE

February 6, 1996

STATE OF NAME, ADDRESS AND PHONE NUMBER

Thomas Eicher, Chief, U.S. Department of Justice  
House Bank Task Force, Rm. 2112, 10th & Constitution  
Avenue, N.W. (202) 616 - 2300



AO 89 (Rev. 11/81) Subpoena in a Criminal Case

PROOF OF SERVICE			
RECEIVED BY SERVER	DATE 2/6/96	PLACE FBI, MIDDLETOWN, OHIO	
MAILED	DATE 2/7/96	PLACE [REDACTED]	
MAILED ON (PRINT NAME) [REDACTED]		FEES AND MILEAGE TENDERED TO WITNESS <input type="checkbox"/> YES <input type="checkbox"/> NO AMOUNT \$ _____	
SERVED BY [REDACTED]		TITLE Special Agent, FBI	
[REDACTED]		b6 b7C	
DECLARATION OF SERVER			
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.			
Initiated on 2/7/96 Date		SA [REDACTED] Signature of Server	
		FBI, Middletown, Ohio Address of Server	
ADDITIONAL INFORMATION			
[REDACTED]			



## U.S. Department of Justice

Re: House Bank Account of  
Cong. Donald "Dug" Hefner

Washington, D.C. 20530

March 1, 1993

Mr. [REDACTED]  
Federal Bureau of Investigation  
7799 Leesburg Pike  
Suite 200, South Tower  
Falls Church, Virginia 22043

Re: In Re Grand Jury Proceedings 92-1 District of Columbia

Dear Mr. [REDACTED]

In accordance with Federal Rules of Criminal Procedure, 6(e)(3)(A)(ii), your name is listed in a Notice of Disclosure regarding the above-captioned case. Please note Rule 6(e)(3)(B) imposes the following obligation of secrecy:

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Any person to whom matters are disclosed under subparagraph (A)(ii) of this paragraph shall not utilize that grand jury material for any purpose other than assisting the attorney for the government in the performance of such attorney's duty to enforce federal criminal law. An attorney for the government shall promptly provide the district court, before which was impaneled the grand jury whose material has been so disclosed, with the names of the persons to whom such disclosure has been made, and shall certify that the attorney has advised such persons of their obligation of secrecy under this rule.

This is your notice of the secrecy requirement; please retain it in your files. Violations of this requirement are punishable by contempt proceedings. If you have any questions



SA, FBI, Wm FO  
3/2/93

- 2 -

about that obligation please contact me. Please acknowledge receipt of this notice by signing and dating a copy of this letter, and return the copy to me. Thank you.

~~Name and title required~~

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b7C

Senior Counsel  
House Bank Task Force  
Criminal Division



## U.S. Department of Justice

*Re: Lance Rich Account of  
Cong Donald "Big" Lutes*

Washington, D.C. 20530

March 1, 1993

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b7C

Mr. [REDACTED]  
Department of Defense  
Defense Criminal Investigative Service  
Washington Field Office  
1111 Jefferson Davis Highway  
Suite 108  
Arlington, VA 22202

Re: In Re Grand Jury Proceedings 92-1 District of Columbia

Dear Mr. [REDACTED]

In accordance with Federal Rules of Criminal Procedure, 6(e)(3)(A)(ii), your name is listed in a Notice of Disclosure regarding the above-captioned case. Please note Rule 6(e)(3)(B) imposes the following obligation of secrecy:

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43

12:31

202 6 2304

HOUSE BANK IF

007 RL

- 2 -

about that obligation please contact me. Please acknowledge receipt of this notice by signing and dating a copy of this letter, and return the copy to me. Thank you.

Very truly yours,

[Redacted Signature]

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Senior Counsel  
House Bank Task Force  
Criminal Division

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03/01/93

12:30

202 816 2304

HOUSE BANK TF

004



U.S. Department of Justice

*Re: Hana Bank Trust of  
The Donald "Big" Lukens*

Washington, D.C. 20530

March 1, 1993

Mr. [REDACTED]  
Department of Defense  
Defense Criminal Investigative Service  
Washington Field Office  
1111 Jefferson Davis Highway  
Suite 108  
Arlington, VA 22202

Re: In Re Grand Jury Proceedings 92-1 District of Columbia

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[REDACTED]  
SA: DCIS  
3/1/93

- 2 -

about that obligation please contact me. Please acknowledge receipt of this notice by signing and dating a copy of this letter, and return the copy to me. Thank you.



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Senior Counsel  
House Bank Task Force  
Criminal Division

FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 3/11/93

TO : SAC, CINCINNATI (46A-WF-179870)  
 (ATTN: SA [redacted] Columbus RA)

FROM : SAC, WMFO (46A-WF-179870) (P) (C-9) (NVMRA)

SUBJECT : BIG BOUNCE;  
 MAJOR CASE 355  
 FAG (A);  
 (OO:WMFO)

Reference telcall from SA [redacted] (WMFO)  
 to SA [redacted] (Columbus RA) on 3/9/93.

Enclosed for CI is a FGJ subpoena directed to [redacted]

For information of CI [redacted]  
 [redacted] Middletown, Ohio, wrote the following three  
 checks to former Congressman DONALD "BUZ" LUKENS:

5/1/90 - \$7,500  
 8/20/90 - \$5,000  
 9/23/90 - \$5,000

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Shortly after receiving [redacted] check dated  
 5/1/90, as well as a \$7,500 check from another individual,  
 LUKENS wrote a \$20,500 check to his campaign committee.

WMFO wishes to interview [redacted] regarding his  
 relationship to LUKENS and the nature of the above checks.

2 - Cincinnati  
 (Attn: SA [redacted] Columbus RA)

① - WMFO  
 CSB:csb

(3) *ceb*

46A-WF-179870-SUBU-4

~~46A-WF-179870-284~~

Approved: *Bmb/DLB/B*

Transmitted

(Number) (Time)

Per *WJ*



46A-WF-179870

Contact by SA [redacted] with [redacted] verified

LEAD

CINCINNATI

AT COLUMBUS, OHIO. Will serve the enclosed  
subpoena on [redacted]

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FBI

## TRANSMIT VIA:

- ☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

- ☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

- ☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 3/17/93

1 To : SAC, WMFO (46A-WF-17987C) (RUC)

2 From : ~~ASAC~~ SAC, CINCINNATI

3 Subject: BIG BOUNCE;  
 4 MAJCR CASE 355  
 5 FAG (A)  
 6 OO:WMFO

7 Re WMFO airtel to Cincinnati dated 3/12/93 and telcall  
 8 from SA [redacted] to SA [redacted]

9 Enclosed is an executed FGJ subpoena served on [redacted]  
 10 [redacted]  
 11 [redacted]  
 12 [redacted]

13 Inasmuch as all logical and requested investigation has  
 14 been completed, the Cincinnati division will consider this matter  
 15 RUC'd.

16 ② - WMFO (Enclosures - 1)  
 17 1 - Cincinnati  
 18 MAH:mah  
 19 (3)  
 20  
 21

46A-WF-17987C-355-5

46A-WF-17987C-221

SEARCHED	INDEXED
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MAR 29 1993	
Per	

Approved: \_\_\_\_\_ Transmitted \_\_\_\_\_

(Number)

(Time)

C-9

FBI

## TRANSMIT VIA:

☒ Teletype  
☐ Facsimile  
☐ AIRTEL

## PRECEDENCE:

☐ Immediate  
☒ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☒ UNCLAS

Date 3/25/93

FM FBI WMFO (46A-WF-179870) (P) (C-9) (NVMRA)

TO FBI CINCINNATI/PRIORITY/

BT

UNCLAS

CITE: //3920//

PASS: SUPERVISORY SPECIAL AGENT  SQUAD 3.

SUBJECT: BIG BOUNCE; MAJOR CASE 55; FAG; OO: WMFO.

RE WMFO AIRTEL TO CINCINNATI, DATED MARCH 11, 1993.

PER REFERENCED AIRTEL, WMFO ADVISED THAT AN INDIVIDUAL  
NAMED  MIDDLETOWN, OHIO,  
WROTE THREE CHECKS TO FORMER CONGRESSMAN DONALD "BUZ" LUKENS  
DURING 1990 AS FOLLOWS:

MAY 1, 1990 - \$7,500

AUGUST 20, 1990 - \$5,000

SEPTEMBER 23, 1990 - \$5,000

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46A-WF-179870-SUB UU-6  
~~46A-WF-179870-13~~  
73-782

Approved: PRUB DB Original filename: EMS001W.084Time Received: 2:30 Telprep filename: EMS00150.084MRI/JULIAN DATE: 1449/084 ISN: 228FOX DATE & TIME OF ACCEPTANCE: 25 Mar 90 19:51 21:51 (AM)

^PAGE 2 (WMFO 46A-WF-179870) UNCLAS

SHORTLY AFTER RECEIVING THE MAY 1, 1990, CHECK FROM  
[REDACTED] AS WELL AS A \$7,500 CHECK FROM HENRY WHITESELL,  
DATED MAY 1, 1990, ON MAY 2, 1990, LUKENS LOANED HIS CAMPAIGN  
COMMITTEE \$20,500. [REDACTED]

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CINCINNATI, AT MIDDLETOWN, OHIO, INTERVIEW [REDACTED]

[REDACTED] WMFO PREFERS THAT

[REDACTED] BE GIVEN NO ADVANCE NOTICE OF INTERVIEW.

QUESTIONS ASKED SHOULD INCLUDE, BUT NOT BE LIMITED TO, THE  
FOLLOWING:

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1) WHERE ARE YOU CURRENTLY EMPLOYED? WHAT IS YOUR  
POSITION? IF SELF-EMPLOYED, WHAT IS THE NAME AND NATURE OF  
YOUR BUSINESS?

2) WHAT IS YOUR RELATIONSHIP WITH FORMER CONGRESSMAN  
DONALD "BUZ" LUKENS - SOCIAL OR BUSINESS? WHEN AND HOW DID  
YOU MEET HIM?

3) HAVE YOU CONTRIBUTED TO HIS REELECTION CAMPAIGN?

^PAGE 3 (WMFO 46A-WF-179870) UNCLAS

4) WHAT IS THE NATURE OF THE FOLLOWING THREE CHECKS YOU WROTE TO FORMER CONGRESSMAN LUKENS:

MAY 1, 1990 - \$7,500

AUGUST 20, 1990 - \$5,000

SEPTEMBER 23, 1990 - \$5,000

DID THE ABOVE CHECKS REPRESENT LOANS OR GIFTS?

5) IF A LOAN, WHAT WERE THE TERMS OF REPAYMENT? WAS THE LOAN REPAID IN FULL?

6) IF A GIFT, DID YOU RECEIVE ANY BENEFIT IN RETURN?

7) FOR WHAT PURPOSE DID LUKENS TELL YOU HE NEEDED THE MONEY?

8) HAVE YOU HAD ANY RECENT CONTACT WITH "BUZ" LUKENS? WHAT WAS YOUR LAST CONTACT?

9) DO YOU KNOW INDIVIDUALS NAMED  OR HENRY WHITESELL? IF SO, WHERE DO THEY RESIDE? WHERE ARE THEY EMPLOYED? WHAT IS THEIR RELATIONSHIP WITH DONALD "BUZ" LUKENS?

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IT IS TO BE NOTED, UNDER A SEPARATE WMFO INVESTIGATION, LUKENS HAS BEEN IDENTIFIED AS RECEIVING SEVERAL CHECKS, TOTALLING \$4,000, FROM AN EMPLOYEE OF A BUSINESSMAN HE SET UP

^PAGE 4 (WMFO 46A-WF-179870) UNCLAS

A MEETING WITH THE CHAIRMAN OF ONE OF THE HOUSE COMMITTEES.  
THE EMPLOYEE, WHO DOES NOT KNOW LUKENS, STATED HER BOSS  
INSTRUCTED HER TO WRITE THE CHECKS TO LUKENS AND REIMBURSED  
HER FROM COMPANY FUNDS.

IT IS BELIEVED THESE CHECKS REPRESENT PAYMENT TO LUKENS  
FOR SETTING THIS MEETING UP.

LEAD SPECIAL AGENT (SA) SHOULD CONTACT SA [REDACTED]

[REDACTED] WMFO, EXTENSION 6307, BEFORE CONDUCTING INTERVIEW SO SA

[REDACTED] CAN FACSIMILE COPIES OF ABOVE-MENTIONED THREE CHECKS TO  
CINCINNATI.

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# Memorandum



To : SAC (46A-WF-179870) (Sub UU) (P)

Date 4/2/93

From *CSA* [redacted] (C-14)

Subject: BIG BOUNCE:  
MAJOR CASE #55

*CSA*  
*4/2/93*

On 4/1/93 the writer reviewed the United States Department of Education (USDOED), Office of the Inspector General, file regarding case number 90-030431 concerning Cambridge Technical Institute, Cincinnati, Ohio.

Cambridge Technical Institute and it's owner, LOUIS HENRY WHITESELL (deceased), Date of Birth (DOB) September 3, 1941, Social Security Account Number (SSAN) 306-42-4629, 2358 Bedford Avenue, Cincinnati, Ohio, were also the subject of FBI Cincinnati file 213A-CI-58003, closed after WHITESELL was murdered on 10/28/90.

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Contained in the USDOED's file were copies of FD-302's of SA [redacted] CI. SA [redacted] photocopied copies of various documents, including numerous FD-302's of SA [redacted] and an OIG-301, write-up of interview of [redacted]

[redacted] Middletown, Ohio, conducted by SA [redacted] of the USDOED's Inspector General's Office. [redacted] was the business partner of WHITESELL.

These photocopies will be placed in an FD-340 and maintained in the 1A section of the file.

① - 46A-WF-179870-Sub UU

CSB:csb  
(1) *[signature]*

*46A-WF-179870 Sub UU-7*

<i>[initials]</i>	<i>[initials]</i>
MAY 6 1993	
FD	<i>[signature]</i>



U.S. Department of Justice

Federal Bureau of Investigation

In Reply, Please Refer to  
File No.

Cincinnati, Ohio  
February 10, 1992

LOUIS HENRY WHITESELL  
Doing Business As  
CAMBRIDGE TECHNICAL INSTITUTE,  
CINCINNATI, OHIO  
FRAUD AGAINST THE GOVERNMENT -  
DEPARTMENT OF EDUCATION

On September 19, 1990, [redacted] Director of Education, CAMBRIDGE TECHNICAL INSTITUTE, Cincinnati, Ohio, approached the Regional Inspector General of the U. S. DEPARTMENT OF EDUCATION, via intermediary [redacted] and made numerous allegations against CAMBRIDGE TECHNICAL INSTITUTE owner, LOUIS HENRY WHITESELL, including fraud against the government in his obtaining of federal PELL grants and guaranteed student loans for Cambridge students. [redacted] claimed that he and WHITESELL were also co-owners of BOHECKER'S BUSINESS COLLEGE, Ravenna, Ohio, but said that the fraud was only involved at Cambridge. Both CAMBRIDGE TECHNICAL INSTITUTE and BOHECKER'S BUSINESS COLLEGE are proprietary business colleges. [redacted] claims he had only recently become aware of the fraud and had been extorted by WHITESELL into covering up the fraud during a recent U. S. DEPARTMENT OF EDUCATION audit. [redacted] pledged his full cooperation with the UNITED STATES GOVERNMENT, but requested he be given immunity from criminal prosecution by the UNITED STATES ATTORNEY'S OFFICE.

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A review of Cincinnati FEDERAL BUREAU OF INVESTIGATION (FBI) records revealed complaints against WHITESELL and CAMBRIDGE TECHNICAL INSTITUTE dating back to 1985, shortly after WHITESELL acquired the school. Records also revealed that [redacted] had previously been Director of Education at SOUTHWESTERN COLLEGE OF BUSINESS, Kettering, Ohio, from January, 1982, until late 1983. During a September 26, 1983 interview concerning allegations against SOUTHWEST COLLEGE OF BUSINESS, [redacted] admitted that both he and LOUIS HENRY WHITESELL had engaged in helping defraud the U. S. GOVERNMENT at the direction of SOUTHWESTERN owner, [redacted]

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

46A-WF-179870 44-8

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 11 1992	
FBI - CINCINNATI	

[redacted]



LOUIS HENRY WHITESELL

Prosecutions in these prior investigations were declined due to insufficient evidence, as reported in the following letterhead memoranda:

[redacted] Doing Business As SOUTHWESTERN COLLEGE OF BUSINESS, 3700 Far Hills Avenue, Kettering, Ohio"; FRAUD AGAINST THE GOVERNMENT - DEPARTMENT OF EDUCATION, dated July 9, 1986;

[redacted] L. HENRY WHITESELL; CAMBRIDGE TECHNICAL INSTITUTE, 37 East Fourth Street, Dayton, Ohio"; FRAUD AGAINST THE GOVERNMENT - DEPARTMENT OF EDUCATION, dated July 8, 1987;

"HENRY WISSEL, Owner; CAMBRIDGE TECHNICAL COLLEGE, Cincinnati, Ohio"; FRAUD AGAINST THE GOVERNMENT, dated April 20, 1989.

On September 27, 1990, Assistant United States Attorney [redacted] Cincinnati, Ohio, met with an attorney representing [redacted] and declined to grant immunity to [redacted] due to [redacted] lack of candor and material omissions in his proffer.

On October 29, 1990, LOUIS HENRY WHITESELL was found dead inside a telephone booth at LUNKEN AIRPORT, Cincinnati, Ohio. Police determined that the cause of death was multiple gunshot wounds from a .357 pistol fired at approximately 8:15 p.m. on October 28, 1990. WHITESELL's wife advised police that he had been en route to meet with [redacted] at the time of his death, but [redacted] had an alibi, having checked into a medical clinic in Middletown, Ohio, at approximately the same time as the murder.

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Investigation at CAMBRIDGE TECHNICAL INSTITUTE revealed that WHITESELL closely supervised all phases of student financial assistance at the school. Salaried employees all indicated that WHITESELL directed them to draw PELL monies from the school's PELL account without supporting student enrollment and to withhold thousands of dollars of guaranteed student loan money from return to lenders after it was determined that students had dropped out. All employees consistently stated that WHITESELL was the originator and director of the fraud scheme.

Investigation also determined that at the time of WHITESELL's death, he was in the process of closing his Cincinnati and Cleveland campuses, and the school generally was headed toward bankruptcy.

LOUIS HENRY WHITESELL

When the facts of this matter were reviewed by Assistant United States Attorney [redacted] on December 17, 1991, he advised that the principal perpetrator of the fraud was deceased and there was insufficient evidence to prosecute anyone else. Therefore, he declined prosecution.

LOUIS HENRY WHITESELL, deceased, was a white male, born September 3, 1941, Social Security Account Number 306-42-4629, date of death October 28, 1990.

[redacted] is a white male, born [redacted]  
[redacted] at Middletown, Ohio, Social Security Account Number [redacted]  
[redacted] and currently the operator of BOHECKER'S BUSINESS  
COLLEGE, Ravenna, Ohio.

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## FEDERAL BUREAU OF INVESTIGATION

1

Date of transcription 5/30/91

[redacted] Cincinnati, Ohio white male, born [redacted] Social Security Account Number [redacted] was interviewed at the office of and in the presence of attorney [redacted] Suite 1600, SOCIETY BANK BUILDING, 36 East 7th Street, Cincinnati, Ohio. [redacted] admitted that he had not been entirely candid during previous interviews due to personal embarrassment, and he wished to straighten out the record in several areas.

[redacted] advised that when he began working for CAMBRIDGE TECHNICAL INSTITUTE (CTI) in 1986, [redacted] was engaged in the practice of passing almost everyone who took the entrance test, regularly changing answers and test scores after the fact in order to collect bonuses for admitting large numbers of students. [redacted] said he began engaging in similar practices, which continued until late 1987, when [redacted] was hired to give the test. He was also aware that canvassers were giving test answers to applicants, and it was his impression that [redacted] was also aware of these practices, along with other irregularities that went on at the school.

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CTI actually had 2 class starts every term, having an "A" start at the beginning of each term and a "B" start 5 weeks later. This was hidden from auditors by using a color code on sheets and rosters of students. CTI also had a very lax make-up policy for missed classes, allowing make-ups right up to the ninth week. They also allowed late registration in each session, enrolling students in the second and sometimes third weeks of each term. HENRY WHITESELL and [redacted] were not only aware of these policies, but were both the individuals responsible for implementing them.

When the legal aid suit began in Cincinnati, it caused severe problems in enrollment. Both WHITESELL and [redacted] were involved in covering up improprieties of employees and both furnished false information to attorney [redacted] who was defending CTI in the case.

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Investigation on 5/22/91 at Cincinnati, Ohio File # Cincinnati 213A-CI-58003  
by SA [redacted] JHL:jaw Date dictated 5/28/91

CI- 213A-CI-58003

Continuation of FD-302 of [REDACTED], On 5/22/91, Page 2

When legal aid investigators caught one of CTI's canvassers violating an injunction, both WHITESELL and [REDACTED] claimed they did not know the employee, when, in fact, that employee was well known to them. Both WHITESELL and [REDACTED] were observed by [REDACTED] directing canvassers to furnish false information to the legal aid people. In early November, 1989, after CTI had been enjoined from canvassing at certain places, [REDACTED] and [REDACTED] were present when WHITESELL told him to instruct the canvassers to keep on recruiting there and if they were caught, CTI would only give them some type of minimal sanction to appease legal aid. [REDACTED] advised against doing this because of the strong possibility of them being caught, but WHITESELL overruled him on this. At that time, the Ohio State Board of Proprietary Education had ruled that using canvassers at all was illegal. [REDACTED] was later present at a meeting with canvassers when [REDACTED] passed along WHITESELL's instructions. [REDACTED] was aware of all the improper recruiting practices at the school and encouraged them. He would do anything he could to get students into the school in order to get bonuses. He also improperly discussed financial aid programs with students prior to their discussions with Financial Aid Officers. [REDACTED] had heard that [REDACTED] had previously worked at a trucking school in Kentucky that was closed for improper practices. [REDACTED] was well aware of the cover-up that occurred during the legal aid suit. [REDACTED] was fired about January, 1990, because he was openly discussing all the school's problems in front of students and outsiders. He left behind a folder which indicated that he had made salary and bonuses of over \$60,000.00 per year.

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While the legal aid proceedings were going on, resentment against [REDACTED] grew, as enrollments declined, reducing bonuses. Canvasser [REDACTED] approached him one day and said he knew a guy who owned a couple of nightclubs in Newport, Kentucky, who could physically harm or put a hit on [REDACTED]. He mentioned [REDACTED] offer to HENRY WHITESELL and [REDACTED] and they discussed it, but they eventually decided that it might cause more problems than it would solve.

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CI- 213A-CI-58003

Continuation of FD-302 of [REDACTED], On 5/22/91, Page 3

Canvasser [REDACTED] also approached him one day and offered to do anything WHITESELL wanted done to [REDACTED] including killing him, but indicated it was going to cost WHITESELL a lot of money, and he would have to leave town for awhile afterward. [REDACTED] was always borrowing money from WHITESELL, who eventually had told [REDACTED] that he would have to go through [REDACTED] before he would see him. [REDACTED] told WHITESELL and [REDACTED] of [REDACTED] offer, but they declined it. [REDACTED] had often bragged about how much he knew about WHITESELL and the school, saying he could never be fired because he could bring down the whole school. He wrecked a school car once, and WHITESELL also spent several thousand dollars to send him to a drug program. b6 b7C

Another canvasser, [REDACTED] was a known drug dealer. While he was doing time in jail, WHITESELL sent him numerous packages of personal items. Another canvasser, [REDACTED] was known to drive her CTI car around while her husband dealt drugs out of it. [REDACTED] also told him that other canvassers were dealing drugs while conducting their recruiting for CTI. Former CTI employee [REDACTED] once told him that he suspected that WHITESELL and [REDACTED] were involved in drug trafficking and were using CTI employees to distribute drugs. [REDACTED] is now Director of Admissions at the INTERNATIONAL ACADEMY OF MERCHANDISING AND DESIGN LTD., 200 S. Hoover Boulevard, #211 Mariner Square, Tampa, Florida, telephone [REDACTED] old home telephone [REDACTED]

Another former CTI employee, [REDACTED] was caught having sex with a BOHECKER student in Covington, Kentucky. [REDACTED] HENRY WHITESELL and [REDACTED] all told him they wanted to fire [REDACTED] but retained him when he threatened to go to the Attorney General about the school. He was later charged with writing bad checks. [REDACTED] and [REDACTED] were the canvassers who were videoed recruiting illegally, fired, but still paid. b6 b7C

CI- 213A-CI-58003

Continuation of FD-302 of [REDACTED]

, On 5/22/91

, Page 4

During the legal aid suit, [REDACTED] approached WHITESELL in [REDACTED] presence one day and indicated he had contacted former Ohio Congressman DONALD "BUZZ" LUKENS about helping them stop the suit. [REDACTED] said that LUKENS had agreed to help, but would need \$15,000.00. WHITESELL told [REDACTED] to go ahead and do whatever he could. In a later meeting with WHITESELL and [REDACTED] he received the definite impression that LUKENS had been paid. He was also aware that LUKENS had telephoned [REDACTED] a couple of times within that same time period.

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[REDACTED] had also indicated to WHITESELL that he had another contact in Washington, D.C., possibly with the U.S. Department of Justice, who could also help on the suit, but this person would also require a large sum of money. Both WHITESELL and [REDACTED] indicated to him that [REDACTED] of the Ohio Board of Proprietary Education had always been helpful to them in the past, but had gone cold on them since the legal aid suit began. [REDACTED] received the impression that [REDACTED] may have tipped them in advance prior to state audits, but he had no direct knowledge of this. [REDACTED] had also heard that [REDACTED] was another person who expected to be wined and dined and who always had his hand out for gifts. WHITESELL also told him that Dr. [REDACTED] of ACCET, the accrediting body, had asked him for a loan on her house. [REDACTED] told [REDACTED] that WHITESELL had paid her a bunch of money.

[REDACTED] had a brother, [REDACTED] who has been a long time employee of ARMC0 STEEL in Middletown and who worked in Admissions for CTI in Middletown for a brief period in 1987. [REDACTED] was a periodic visitor to [REDACTED] office, and [REDACTED] told him that he used [REDACTED] to intimidate people, both corporately and personally. [REDACTED] recalled [REDACTED] having a problem with a landscaper once where he used [REDACTED] to threaten the guy into doing what [REDACTED] wanted. [REDACTED] once told him that [REDACTED] was crazy, and [REDACTED] used him to his advantage. It was common for [REDACTED] to announce at meetings that [REDACTED] was handling some problem the school had.

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CI 213A-CI-58003

Continuation of FD-302 of [REDACTED], On 5/22/91, Page 5

In early 1990, [REDACTED] and HENRY WHITESELL took a trip to Cleveland and stopped off in Columbus on the way back to see Ohio State Auditor [REDACTED], whom WHITESELL had held a fund raiser for at his Cincinnati residence. [REDACTED] appeared to be very close to one of [REDACTED] key aides, whose father's picture was hung in the lobby of the building [REDACTED] office was in. The purpose of the stop was an effort by WHITESELL to find new lenders for Guaranteed Student Loans (GSLs), because some of the lenders he normally had used had backed off because of high default rates. They briefly discussed the bad raps that both CTI and [REDACTED] had been getting from local media. Another of [REDACTED] aides, who had previously worked in Washington, D.C., sent them to see a young loan officer at BANK ONE, where they had some preliminary discussion about GSLs.

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In early 1990 [REDACTED] told him that because of declining enrollments, he wanted everyone to pass the entrance test. [REDACTED] went to [REDACTED] who was then giving the test, and told her that everyone was to pass. [REDACTED] overheard him talking to her, and threatened to quit if [REDACTED] began doing this. Because of this, [REDACTED] said he backed off and told her to proceed as usual. [REDACTED] later resigned following the Department of Education surprise audit, and made the comment that he had evolved into a crook while at CTI.

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[REDACTED] also recalled that while he was Director of Education at BOHECKER'S BUSINESS SCHOOL, he attended a Director's meeting, where the topic of improprieties by canvassers and admissions reps was discussed. [REDACTED] was at that meeting and blamed it all on WHITESELL, saying he was out of control and not listening to his advice.

During the August, 1990 audit at CTI, [REDACTED] [REDACTED] wife, [REDACTED] and himself were all working together and began making jokes about all of them going to jail, indicating to him that they all knew they were engaged in some type of cover-up. [REDACTED] observed a

CI 213A-CI-58003

Continuation of FD-302 of [REDACTED], On 5/22/91, Page 6

pile of financial aid ledgers in WHITESELL's office that had little yellow stickers on them. [REDACTED] was taking piles of these ledgers from WHITESELL's office to [REDACTED] office.

Sometime following the audit, HENRY WHITESELL sent him to attorney [REDACTED] office to pick up some CTI stock certificates in a manila envelope, which he was to deliver to [REDACTED] at the BOB EVANS RESTAURANT on Route 4 in Fairfield. He did not see the certificates, but it was his understanding that [REDACTED] was to deliver them to [REDACTED].

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While [REDACTED] was working in Dayton in late 1990, [REDACTED] told him that WHITESELL was having all the files sent to the corporate office to make it easier to alter attendance records. [REDACTED] said he suspected this was true because of the large number of student complaints he was fielding about being charged for periods they were not in school. His experiences during the audit also confirmed this.

A day or two before WHITESELL was murdered, WHITESELL said he planned to eventually open a school in Indianapolis, because he had a lot of political contacts there. The Thursday before his death, WHITESELL began talking about all the CTI employees who had passed away such as DON BERRY, DON DEAN, and RALPH TURNER. There was a rumor at the school that HENRY WHITESELL was the father of [REDACTED] son. WHITESELL was also known to have had an affair with [REDACTED] WHITESELL also had a tennis friend named [REDACTED] who called WHITESELL almost every day to discuss betting and the lines on games. [REDACTED] did not believe [REDACTED] was a bookie, but he believed WHITESELL may have been helping [REDACTED] place bets.

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The day that WHITESELL was found dead at LUNKEN AIRPORT, [REDACTED] told him that [REDACTED] had claimed she had never had an affair with WHITESELL, which [REDACTED] said was ridiculous, since he personally had seen her running around naked with WHITESELL when they were together on trips.



CI-213A-CI-58003

Continuation of FD-302 of [REDACTED]

, On 5/22/91

, Page 7

Shortly after WHITESELL's death, [REDACTED] called [REDACTED] and asked him if he would like to transfer the title to the black Mercedes back to her. He was evasive and said he would need to discuss it with his attorney first. Her concern appeared to be about WHITESELL's personal items that were in the car.

In November or December, 1990, [REDACTED] told him that [REDACTED] had discovered that WHITESELL had been diverting funds from BOHECKER'S BUSINESS SCHOOLS to CTI, and he had also overdrawn his PELL money for BOHECKER'S. [REDACTED] claimed he had just discovered this, and it was the first he knew of any financial aid problems at BOHECKER'S. He questioned [REDACTED] truthfulness about this, since [REDACTED] had handled the financial aid at BOHECKER'S and was always very close to [REDACTED]. [REDACTED] said he had helped WHITESELL get by audits in the past, and he might have helped him in August, 1990, if WHITESELL had only been honest with him. He said he had not been paid a CTI check for a long period of time and was angry about the diversion out of BOHECKER'S. He also claimed that WHITESELL had tried to blackmail him by threatening to take [REDACTED] along with himself to jail. [REDACTED] claimed WHITESELL wanted to dump all the CTI files in the river, but [REDACTED] talked him out of this.

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In January, 1991, [REDACTED] called [REDACTED] at BOHECKER'S in Middletown to let him know that the FBI had contacted him. [REDACTED] had helped him get a job at a hospital in Cincinnati. The last time he saw [REDACTED] was in February, 1991. [REDACTED] who has political connections, was still working for him, as was CPA [REDACTED].

During a recent telephonic conversation with [REDACTED] since receiving his Federal grand jury subpoena, [REDACTED] claimed the Dayton Police had informed him that [REDACTED] had put out a \$50,000.00 contract to have [REDACTED] killed, because he had double-crossed HENRY WHITESELL during the August audit. He also said that just prior to WHITESELL's death, he had transferred a lot of money to his children, and [REDACTED] had purchased some big life insurance policies. [REDACTED] said that he had had a vested interest in keeping HENRY alive, since they were in the process of selling BOHECKER'S SCHOOL. However, because of the murder, the buyers had backed out of the deal.

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CF 213A-CI-58003

Continuation of FD-302 of [REDACTED], On 5/22/91, Page 8

[REDACTED] was also interested in what questions the FBI had asked of [REDACTED] and their areas of inquiry. He initially told [REDACTED] that his attorneys had advised him not to talk to [REDACTED] but he would do so anyway if [REDACTED] would not tell others they had talked. However, the day before his polygraph examination, he told [REDACTED] that he could not talk with him any longer.

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## FEDERAL BUREAU OF INVESTIGATION

- 1 -

Date of transcription 11/13/90

Detective [ ] Homicide Squad, Cincinnati Police Department (PD), fifth floor, 824 Broadway, Cincinnati, Ohio, telephone [ ] advised he is assigned to investigate the murder of LOUIS HENRY WHITESELL, whose body was discovered in a telephone booth by the tennis courts at Lunken Airport the morning of October 29th. He had been shot three times in the chest area under his arm and twice in the head with a weapon believed to be a .357 pistol. Neighbors claim they heard up to six gunshots at approximately 8:15 p.m. on the evening of October 28th, and the coroner believes the time of death was between 8 - 10:00 p.m. that night. Parked near the booth was WHITESELL's Mercedes Benz, which was titled in the name of his school, Cambridge Technical Institute (CTI).

He had a box of school records in the trunk of the car containing Pell grant information on a large group of CTI students, envelopes containing numerous cashier's checks, and a quantity of CTI checks payable to numerous individuals in large four-figure amounts. There was also a quantity of blank CTI identification cards and some audit papers from the U.S. Department of Education for CTI and Bohecker's School. He also had a briefcase with personal papers with him, a personal telephone directory, and in his wallet was a piece of paper containing the names of [ ] and [ ] without any telephone number.

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Investigation on 11/6/90 at Cincinnati, Ohio File # 213A-CI-58003  
by SA [ ] jms Date dictated 11/8/90

213A-CI-58003

Continuation of FD-302 of Detective [REDACTED], On 11/6/90, Page 2

[REDACTED] stated that [REDACTED] told him that WHITESELL had received a telephone call from [REDACTED] at about 7:30 p.m. the evening of October 28 at the house. He left shortly thereafter, saying he was going to meet [REDACTED] to discuss what [REDACTED] had discussed with U.S. Government authorities during a recent meeting with them. WHITESELL had previously told her that [REDACTED] had claimed to have contacted Government authorities, and was negotiating a deal to plead guilty to fraud charges and "take the rap" for improper activities at the school. She said that HENRY WHITESELL was afraid to use the telephones at the school, at the house, or in his car because of fear of wiretaps.

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[REDACTED] was interviewed, admitted contacting WHITESELL via telephone early Sunday evening, but denied any knowledge of his murder. He had an alibi for that evening, including a visit to a health clinic in Butler County, which they verified.

[REDACTED] said that WHITESELL claimed he had records in his possession that would clear himself and send [REDACTED] to jail.

FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 4/7/93

TO : SAC, CLEVELAND

FROM : SAC, CINCINNATI (46A-WF-179870) (P)

SUBJECT : BIG BOUNCE;  
 MAJOR CASE 55  
 FAG  
 (OO:WMFO)

*SA [redacted] Akron, Ohio RA  
 advised on 4/15/93 to postpone  
 interview of [redacted]  
 until notified. SA [redacted]*

Re WMFO teletype to Cincinnati, 3/25/93, and  
 Cincinnati telephone call to SA [redacted] Cleveland, 3/29/93.

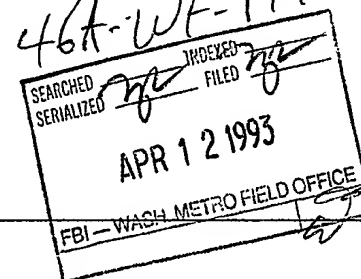
Enclosed for WMFO are copies of DOED-OIG interview  
 of [redacted] dated 9/19/90; FD-302 of Detective [redacted]  
 [redacted] dated 11/6/90; FD-302 of [redacted] dated  
 5/22/91, and Cincinnati LHM captioned "LOUIS HENRY WHITESELL,  
 dba Cambridge Technical Institute, Cincinnati, Ohio, DOED",  
 dated 2/10/92.

Enclosed for Cleveland are copies of the [redacted]  
 FD-302 of 5/22/91; Cincinnati LHM of 2/10/92, and WMFO  
 teletype to Cincinnati, dated 3/25/93.

For information of receiving offices, the original  
 of the HENRY WHITESELL \$7,500 check to former Congressman  
 DONALD "BUZ" LUKENS, referred to in captioned teletype, was  
 found among other papers in the attache case of WHITESELL at  
 the scene of his murder on 10/28/90. The check is still in  
 the possession of the Cincinnati Police Department Homicide  
 Squad. [redacted] and his brother, [redacted]  
 continue to be the prime suspects in WHITESELL's murder.

2-Cleveland (Enc. 3)  
 2-WMFO (Enc. 4)  
 2-Cincinnati

JHL:gmb  
 (6)



Approved: \_\_\_\_\_ Transmitted \_\_\_\_\_ Per \_\_\_\_\_  
 (Number) (Time)

46A-WF-179870

[redacted] had separated from his wife, [redacted] and moved to Ravenna, Ohio, near Akron, with his girlfriend, [redacted]. He was known to be running Boheckers Business College, in Ravenna.

On page four of the [redacted] FD-302 [redacted] made reference to payments to Congressman LUKENS. It should be noted, however, that [redacted] was deceptive on polygraph examinations as to his truthfulness, both before and after his 5/22/91, interview. Other employees of Cambridge Technical Institute indicated they were aware of telephone calls from Congressman LUKENS to [redacted] at the school. Investigators for DOED-OIG in Washington, D. C. also had developed information that Congressman LUKENS had called DOED on behalf of Cambridge Technical Institute during the fall of 1990 after DOED auditors made an unannounced on-site inspection.

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LEADS:

CLEVELAND DIVISION

AT RAVENNA, OHIO

Will conduct unannounced interview of [redacted] [redacted] at Boheckers Business College, as requested in referenced WMFO teletype. Will also determine if [redacted] is still on good terms with [redacted] and if not, interview her regarding her knowledge of the checks to Congressman LUKENS, and HENRY WHITESELL's murder.

CINCINNATI DIVISION

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AT MIDDLETOWN, OHIO

Will attempt to locate and interview [redacted]  
[redacted]

FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 4/16/93

TO : SAC, CLEVELAND

FROM : SAC, WMFO (46A-WF-179870-Sub UU) (P) (C-9)

SUBJECT : BIG BOUNCE;  
 MAJOR CASE #55;  
 FAG  
 (OO:WMFO)

Reference CIairtel, dated 4/7/93, and telcall of SA [redacted], WMFO, to SA [redacted] CV, 4/15/93.

Enclosed for CI and CV are four copies each of checks to former Congressman DONALD E. LUKENS; one from HENRY WHITESELL and three from [redacted]

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Referenced airtel set forth lead to interview [redacted] SA [redacted] contacted SA [redacted] and asked him to postpone interview of [redacted] at this time. WMFO is contemplating simultaneous interviews of LUKENS and [redacted] in the near future.

Referenced airtel also set forth lead at Middletown, Ohio to interview [redacted] the ex-wife of [redacted]. In addition to the interview of [redacted] WMFO requests that [redacted] HENRY WHITESELL, as well as [redacted] and [redacted] be interviewed. Interviews should address the relationship between WHITESELL and [redacted] as well as the relationship of each to LUKENS and interviewee's knowledge as to why WHITESELL and [redacted] wrote the above checks to LUKENS.

- 2 - Cincinnati (Encls. 4)  
 (Attn: SA [redacted], Squad 3)
- 2 - Cleveland (Encls. 4)  
 (Attn: SA [redacted] Akron RA)
- ① - WMFO  
 CSB:csb  
 (5) *CSB*

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 b7C

46A-WF-179870 UU-13

SEARCHED INDEXED  
 SERIALIZED FILED

Approved: \_\_\_\_\_ Transmitted \_\_\_\_\_ Per \_\_\_\_\_  
 (Number) (Time)

46A-WF-179870

LEADS

CINCINNATI

AT CINCINNATI, OHIO. Locate and interview [redacted]  
[redacted]  
(her last known address).

2. Locate and interview [redacted]  
HENRY WHITESELL.

AT WYOMING, OHIO. Locate and interview [redacted]  
[redacted] his  
last known address).

AT MIDDLETOWN, OHIO. Locate and interview [redacted]  
[redacted]

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b7c



CSB:csb  
1.

The following investigation was conducted by Special Agent (SA) [redacted]

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On April 27, 1993 [redacted] Section Chief, Institutional Review Board, United States Department of Education (USDOED), Chicago, Illinois contacted SA [redacted] and provided the following information regarding the USDOED audit of Cambridge Technical Institute in Ohio:

On August 22, 1990, the day after the USDOED began their review at Cambridge Technical Institute, she received a telephone call from [redacted] Office of Congressional Affairs, USDOED, Washington, D.C. [redacted] stated that he had been contacted by the Office of Congressman DONALD "BUZ" LUKENS on behalf of a constituent, [redacted] did not know if the congressman or a member of his staff contacted [redacted]. The individual contacting [redacted] stated that [redacted] had informed him/her that the USDOED was requiring that he be at two different Cambridge campuses, Dayton and Cincinnati, at the same time. [redacted] stated that this was not true, as the review the USDOED was conducting was a record review and she did not care whether [redacted] was present at either location as the records should stand alone.

[redacted] advised she was able to provide the above information after reviewing her notes which were contained in the Program Review Report regarding Cambridge.

On April 28, 1993, SA [redacted] contacted [redacted] Office of Congressional Affairs, USDOED, Washington, D.C., telephone [redacted] who advised as follows:

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He recalls being contacted by the Office of Congressman DONALD "BUZ" LUKENS on behalf of his constituent, [redacted]. He does not recall being contacted by Congressman LUKENS himself, but rather by a member of his staff. This individual advised him that [redacted] was claiming that the USDOED was placing unrealistic demands on him in connection with the audit they were conducting of Cambridge Technical Institute in Ohio, expecting him to be in two places at the same time. [redacted] recalls calling [redacted] after receiving this telephone call and stated [redacted] "gave him an earful". He stated after researching the nature of the audit by the USDOED and considering it to be a serious matter, he believes he contacted Congressman LUKENS' office and advised them that they shouldn't be sticking their neck out for [redacted].

46A WF-179870 Sub UU

CSB:csb

2.

[ ] advised it would not be normal policy for him to prepare a written document for USDOED files after being contacted by a Congressman or a member of his staff, but stated he would look to see if he retained any notes regarding these telephone calls that would further refresh his memory as to any additional details and would re-contact SA [ ]

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On May 4, 1993, SA [ ] re-contacted [ ] to determine whether he had found any written documentation or notes concerning the telephone call from Congressman LUKENS' office.

[ ] stated that he had not prepared any written documentation after receiving this telephone call and did not retain any notes taken during same.

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/11/93

[redacted] Legislative Analyst, Office of Legislation and Congressional Affairs, United States Department of Education (USDOED), Washington, D.C., telephone [redacted] was interviewed at the United States Department of Justice (USDOJ), 10th and Constitution Avenue, Washington, D.C. Also present during this interview was Senior Counsel [redacted] USDOJ. After being advised of the identity of the interviewing agent and [redacted] and the nature of the interview [redacted] thereafter provided the following information:

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He recalled in the summer of 1990 his office received a telephone call from the Office of Congressman DONALD "BUZ" LUKENS on behalf of one of his constituents from Ohio, [redacted] [redacted] was not personally contacted by Congressman LUKENS or a member of his staff, but believes his supervisor at the time, [redacted] may have been contacted by LUKENS himself. [redacted] stated that [redacted] is currently employed by the national headquarters for the United Way in the Washington, D.C. area.

He stated the nature of this contact by LUKENS was to ask the office of Legislation and Congressional Affairs to intercede on behalf of his constituent, [redacted] [redacted] employer, Cambridge Technical Institute in Ohio, was undergoing a USDOED audit at the time of the contact by LUKENS at several of its campuses. [redacted] complained to LUKENS that he could not possibly be at several campuses at the same time and wished the audit be limited to one campus at a time.

After [redacted] received this telephone call, [redacted] believes she passed this information on to him and he contacted [redacted] himself. Upon contacting [redacted] he stated [redacted] "gave him an earful", also complaining to him about the unfairness of having simultaneous audits at several of Cambridge's campuses as he wished to be present at and observe the audit at each campus. [redacted] also expressed his dissatisfaction with the fact that he had not been given any advance notice that the audit was to be conducted. [redacted]

b6  
b7CInvestigation on 5/11/93 at Washington, D.C. File # 46A-WF-179870 -Sub UUby SA [redacted] csb Date dictated 5/11/93

-15

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 5/11/93, Page 2

gave \_\_\_\_\_ the impression that he and LUKENS were "tight" or "were close friends".

\_\_\_\_\_ advised he found it hard to believe that Congressman LUKENS would involve himself in this matter as he was currently involved in some serious legal problems of his own. As a result he decided to do a little research into the nature of the USDOED audit and contacted \_\_\_\_\_ Section Chief, Institutional Review Board, USDOED, Chicago. \_\_\_\_\_ advised him of the nature of the audit and referred him \_\_\_\_\_ to SA \_\_\_\_\_ with the Cincinnati Office of the Federal Bureau of Investigation (FBI). After determining the serious nature of the audit and gathering that the FBI might possibly be investigating Cambridge Technical Institute, \_\_\_\_\_ reported this information to \_\_\_\_\_ and his immediate supervisor, \_\_\_\_\_. The three decided that the Office of Legislation and Congressional Affairs would not involve itself or intercede on \_\_\_\_\_ behalf. \_\_\_\_\_ stated he contacted LUKENS' office and advised a member of his staff that his office would not become involved in this matter.

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\_\_\_\_\_ stated that \_\_\_\_\_ is no longer employed by the USDOED, is currently unemployed and can be reached at his residence, telephone \_\_\_\_\_

\_\_\_\_\_ stated he did not keep any notes regarding these telephone calls. He stated he did maintain a telephone log which probably contained a notation as to the above telephone calls, but discarded it after a period of one year. He stated he has no knowledge of his office receiving any written communication from LUKENS regarding this matter. He did not prepare any written communications concerning the above matter once it was decided that the Office of Legislation and Congressional Affairs would not become involved, as it was not necessary to open a file.

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\_\_\_\_\_ concluded by stating he maintains a personal calendar each year and would check to see if the calendar for 1990 has any notations in August, 1990 regarding these telephone calls.

# Memorandum



To : SAC (46A-WF-179870) (Sub UU) (P)

Date 5/18/93

From *MB* SA  (C-14)

Subject: BIG BOUNCE;  
MAJOR CASE #55  
FAG  
(OO:WMFO)

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Attached hereto are the "Class Action Complaint for Declaratory and Injunctive Relief and Damages" and the "Final Judgment and Approval of Settlement Agreement", dated 8/1/90, filed against Cambridge Technical Institute, Cincinnati, Ohio, in the Court of Common Pleas, Hamilton County, Ohio. These documents were provided to the writer by  Trial Counsel, Legal Aid Society of Cincinnati, Ohio.

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COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

ANGELA BROWN  
1956 Knob Ct.  
Cincinnati, Ohio 45225

and

CHARLES CARRAWAY  
1674 Central Pkwy.,  
Apt. No. 310 (North),  
Cincinnati, Ohio 45210

and

BETTY DAVIS  
2439 Bloom Ave.  
Cincinnati, Ohio 45214

Individually and on  
behalf of all others  
similarly situated,

Plaintiffs;

-vs-

CAMBRIDGE TECHNICAL INSTITUTE, INC.  
704 Race St.  
Cincinnati, Ohio 45202  
Statutory Agent:

Jerry B. Rogers  
9295 North Main St.  
Dayton, Ohio 45415

and

L. Henry Whitesell  
Individually and as an Officer  
of Cambridge Technical Institute  
30 Garfield Pl., Suite 840  
Cincinnati, Ohio 45202

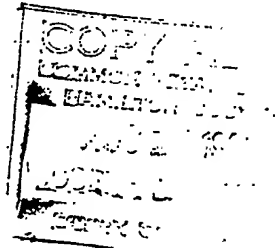
and

: Case No. A-8907043

:  
: Judge Gilbert Bettman

: CLASS ACTION COMPLAINT  
: FOR DECLARATORY AND INJUNCTIVE  
: RELIEF AND DAMAGES

:  
: JURY TRIAL DEMANDED



JERRY B. ROGERS :  
Individually and as an Officer  
of Cambridge Technical Institute  
30 Garfield Pl., Suite 840  
Cincinnati, Ohio 45202 :

and :

DONALD BERRY :  
Individually and as an Officer  
of Cambridge Technical Institute  
30 Garfield Pl., Suite 840  
Cincinnati, Ohio 45202 :

and :

JOHN P. FITZPATRICK :  
Individually and as Director  
of Education and/or Administrative  
Vice-President of Operations :  
30 Garfield Pl., Suite 840  
Cincinnati, Ohio 45202 :

Defendants. :

I.  
PRELIMINARY STATEMENT

1. This is a plaintiff class action in which the former, current and future students at the Cincinnati, Ohio campus of the Cambridge Technical Institute Inc. (hereinafter sometimes referred to as either "Cambridge Technical Institute" or "Cambridge") seek to enjoin and/or be compensated for the unfair, deceptive and unconscionable consumer sales practices undertaken

by defendants in connection with their recruitment, enrollment and training of students for so-called skilled employment.

2. Plaintiffs seek a statutory injunction to preliminarily and permanently enjoin the unlawful practices by which defendants unjustly enrich themselves. Plaintiffs additionally seek to force defendants to make restitution to plaintiffs on a class-wide basis in amounts equal to the original balances shown on their guaranteed student loans, all interest included. Plaintiffs also seek statutory damages and punitive damages for themselves together with payment of all costs associated with this action including but not limited to reasonable attorneys' fees.

## II. JURISDICTION AND VENUE

3. Jurisdiction of the court arises under the Ohio Consumer Sales Practices Act (O.R.C. §§1345.01(A) et. seq.) and the common law of Ohio.

4. Plaintiffs are all consumers as defined by O.R.C. §1345.01(D)(1) and defendants are all suppliers as defined by O.R.C. §1345.01(C).

5. Plaintiffs entered into consumer transactions with defendants as defined by O.R.C. §1345.01(A) when they signed guaranteed student loan applications provided to them by defendants at defendants' request, when they enrolled at



Cambridge Technical Institute and when they attended classes in job-training programs offered by defendants.

6. Plaintiffs are all residents of Hamilton County.

7. All consumer transactions of which plaintiffs complain all occurred in Hamilton County.

8. Cambridge Technical Institute is an Ohio for-profit corporation doing business in Hamilton County.

### III. PARTIES

9. Plaintiff Angela Brown was recruited and enrolled by defendants as a student at Cambridge Technical Institute. She is developmentally disabled and reads at a 1st grade level. She attended Cambridge Technical Institute for two days. She has defaulted on her student loans.

10. Plaintiff Charles Carraway was recruited and enrolled by defendants as a student at Cambridge Technical Institute. He is 66 years old and weighs 110 pounds. He has a 9th grade education. He was enrolled by defendants in training programs in private security (including certification to carry a gun), custodial maintenance and data entry.

11. Betty Davis was recruited and enrolled by defendants at Cambridge Technical Institute. She has a 7th grade education. Although she successfully completed the Cambridge job training program in word processing, Ms. Davis is unable to find work (in the field of word processing) because the skills that she acquired at Cambridge are inadequate. When Ms. Davis "graduated"

from Cambridge, she could type only 20 words per minute. Other students in her class (who also "graduated") could not type at all. Ms. Davis has defaulted on her student loans.

12. Defendant Cambridge Technical Institute is a for profit corporation formed and licensed under the laws of the State of Ohio and doing business in Hamilton County, Ohio as a proprietary trade school. It is a supplier as defined by the Ohio Consumer Sales Practices Act (O.R.C. §1345.01(C)). Cambridge Technical Institute has allowed, caused or ratified the actions or inactions set forth in this Complaint.

13. Defendant L. Henry Whitesell is and was an Owner and Officer of Cambridge Technical Institute during all times relevant to this Complaint. He possesses and exercises the authority to establish and implement the policies and procedures at Cambridge Technical Institute. Mr. Whitesell has allowed, caused or ratified the actions or inactions set forth in this Complaint. Mr. Whitesell knows or should know of the falsehoods, acts and practices recited in this Complaint as he intends for all prospective and current students at Cambridge to rely on such falsehoods, acts and practices to their detriment.

14. Defendant Jerry B. Rogers is and was an Owner and Officer of Cambridge Technical Institute during all times relevant to this Complaint. He possesses and exercises the authority to establish and implement the policies and procedures at Cambridge Technical Institute. Mr. Rogers allowed, caused or ratified the actions or inactions set forth in this Complaint.

Mr. Rogers knows or should know of the falsehoods, acts and practices recited in this Complaint as he intends for all prospective and current students at Cambridge to rely on such falsehoods, acts and practices to their detriment.

15. Defendant Donald Berry is and was an Owner and Officer of Cambridge Technical Institute during all times relevant to this Complaint. He possesses and exercises the authority to establish and implement the policies and procedures at Cambridge Technical Institute. Mr. Berry has allowed, caused or ratified the actions or inactions set forth in this Complaint. Mr. Berry knows or should know of the falsehoods, acts and practices recited in this Complaint as he intends for all prospective and current students at Cambridge to rely on such falsehoods, acts and practices to their detriment.

16. Defendant John P. Fitzpatrick is and was Director of Education and or Administrative Vice-President of Operations at Cambridge Technical Institute during all times relevant to this Complaint. He possesses and exercises the authority to establish and implement the policies and procedures at Cambridge Technical Institute. Mr. Fitzpatrick allowed, caused or ratified the actions or inactions set forth in this Complaint. Mr. Fitzpatrick knows or should know of the falsehoods, acts and practices recited in this Complaint as he intends for all prospective and current students at Cambridge to rely on such falsehoods, acts and practices to their detriment.

IV.  
CLASS ALLEGATIONS

17. Plaintiffs bring this action pursuant to Rules 23(A) and 23(B)(2) of the Ohio Rules of Civil Procedure on behalf of themselves and all others similarly situated. Plaintiffs seek certification of the following class:

All former, current and future students at the Cincinnati, Ohio campus of the Cambridge Technical Institute.

18. The class is so numerous that joinder of all members is impracticable. The size of the class is not known but is believed to be in excess of 2,500 persons. The exact number can be determined through discovery from defendants' records.

19. There are questions of law or fact common to the class. Common questions of law include whether defendants' recruitment, enrollment and training practices violate the Ohio Consumer Sales Practices Act, whether defendants committed fraud against plaintiffs and whether defendants breached their contracts with plaintiffs. Common questions of fact include the fact that all plaintiffs enrolled in and attended the same school and applied for and received the same kinds of financial assistance.

20. Plaintiffs' claims are typical of those of other class members in that defendants' practices were applied across-the-board to all persons seeking to be included in the class. All claims, therefore, arise from the same operative facts and are based on the same legal merits.

21. Plaintiffs have been adversely affected by defendants' recruitment, enrollment and training practices; as such, they have the necessary self-interest in prosecuting this lawsuit to ensure that the interests of the entire class will be fairly and adequately protected. Additionally, plaintiffs' counsel have experience in both class action and consumer protection litigation. As employees of the Legal Aid Society of Cincinnati, said counsel have an institutional interest in the enforcement of the laws of the State of Ohio.

22. Defendants have acted or refused to act on grounds generally applicable to the class, thereby making appropriate, final injunctive and declaratory relief with respect to the class as a whole. A class action is the only appropriate method for the fair and efficient adjudication of this controversy.

#### V. FACTS

23. Defendant Cambridge Technical Institute and all individual defendants herein solicit for sale and sell services to the general public in the form of job-training programs in custodial maintenance, data entry, nursing assistance, private security and word processing. At one time, defendants also solicited for and sold services in the form of a job-training program in free lance reporting.

24. Many of defendants' job-training programs are available elsewhere, depending on the financial eligibility of the applicant, for free.

25. By design, defendants solicit for these job training programs in places like soup kitchens and welfare lines where often the poorest, most unwary persons can be found.

26. Defendants solicit for these programs through "agents" as defined by O.R.C. §3332.01(A). These agents go to these places solely to persuade people to go and register at Cambridge.

27. Defendants' agents are unlicensed fast-talking bounty hunters who are paid \$25-50 by defendants for every person who registers to become a student at Cambridge.

28. Defendants' agents make sales pitches that usually include claims that persons who register as students at Cambridge will be "paid" to attend Cambridge, that bus passes and books will be provided at no charge and that each student who successfully completes a Cambridge job-training program will receive a job and be able to repay their guaranteed student loans in full.

29. Nothing in the sales pitch or distributed written material discloses the fact that these agents have a financial interest in student registration or that the costs of the promised "salary", bus passes and books are automatically added to the cost of attending Cambridge.

30. Once lured to Cambridge, only some of the potential students are given the required Wonderlich admissions test to determine if they are capable at the present time of benefitting

from the job-training programs such as the ones offered at Cambridge.

31. The test, as administered by defendants, varies in length, content and method of scoring. Some potential students are given the entire test, some an abbreviated version. Some are given a portion of the answers. Some are not given the test at all.

32. Once potential students receive a "passing score" on the admissions test, defendants request that they submit applications for guaranteed student loans and grants in order to cover the total cost of attending Cambridge.

33. At no time do defendants ever present students with an understandable itemized statement of the costs and/or fees associated with attending Cambridge other than the basic tuition.

34. Defendants request these potential students to apply for guaranteed student loans despite the fact that defendants know or should know that the majority of these students can neither benefit from the offered job-training programs nor have ability to repay these loans in full.

35. A guaranteed student loan (or a Stafford loan as it is now known) is a low-interest loan that is guaranteed to the lender by either a state guaranty agency (and reinsured by the federal government) or the federal government, depending on the age of the loan.

36. A student must repay a guaranteed student loan within 6, 9 or 12 months after he/she graduates or drops out. If a student defaults on the loan and if the lender cannot collect, the state guaranty agency or federal government pays the lender and then sues the student for collection of the debt.

37. Once a guaranteed student loan has been approved, the loan money (on a per quarter basis) is forwarded to the school in the form of a check made payable to both the student and the school. Once endorsed by both parties, defendants are paid in full and the student is entitled in theory to the remainder.

38. Thus, operators of proprietary schools such as the individual defendants herein get paid whether or not a student completes a job-training program or gets a job in a field related to a completed program.

39. At Cambridge, once the application for a guaranteed student loan (and grant) has been accepted, a student may begin attending classes. Books are passed out and minutes later, to the surprise of many students, individual bills for the books are passed out.

40. In class at Cambridge, defendants' instructors are not qualified by either education or experience to teach the classes to which defendants assign them.

41. Defendants' instructors often do not show up for a particular class. When defendants' instructors do show up, the atmosphere in some classes is marred by loud drunken students over whom defendants' instructors exercise no control.



42. Examinations administered by defendants' instructors during and at the end of a quarter are often invalid either because the material covered was learned in the preceding quarter or the questions and answers have been disseminated by the defendants' instructors prior to the examination date.

43. Defendants' overall administration of Cambridge is so poor that individual student attendance records are often lost and students are required to make up hours or repeat an entire quarter due to defendants' incompetence.

44. If students do actually complete a specific job training program, there are little or no job placement services available from defendants. Some students do not even know that Cambridge operates a Job Placement Office.

45. Students who actually complete a job-training program are often incapable of benefitting from job placement services from any source because their skills are of so little value due to the poor quality of defendants' instructors and the offered curriculum.

46. Prospective employers sometimes automatically refuse to interview and/or hire Cambridge "graduates" because of the well-known poor quality of defendants' instructors and curriculum.

47. Thus, students who "graduate" from Cambridge and students who drop out prior to graduation are often unable to find work and often default on their guaranteed student loans.

Upon information and belief, approximately 8 out of every :

registered Cambridge students default on their loans regardless of graduation.

48. The fact that a former Cambridge student defaults on a guaranteed student loan often renders that student ineligible to participate in any other job-training program elsewhere thereby making it even more difficult on that student to acquire the skills needed to obtain a decent job.

VI.  
COUNT ONE

49. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1-48 as if fully rewritten and restated at this time.

50. Defendants' recruitment and enrollment of persons who are unlikely and least likely to receive substantial benefit from Cambridge constitutes an unconscionable consumer sales practice in violation of O.R.C. §1345.03(A) and §1345.03(B)(3).

51. Defendants' recruitment and enrollment practices likewise constitute a violation of both O.A.C. §3332-1-12(c) and 34 C.F.R. §668.4(a)(3)(iii), regulations intended to protect consumers of proprietary trade school services.

COUNT TWO

52. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 51 as if fully rewritten and restated at this time.

53. Defendants' failure to register its canvassers or recruitment counselors with the Ohio State Board of School and

College Registration (and thereby subject them to Board investigation and scrutiny) constitutes an unfair and deceptive consumer sales practice in violation of O.R.C. §§1345.02(A) and 1345.02(B)(9).

54. Defendants' failure in this regard likewise constitutes a violation of O.R.C. §§3332.0, 3332.09(L) and 3332.10(a) which expressly mandate the registration of all such canvassers or recruitment counselors with the Ohio State Board of Proprietary School Registration.

#### COUNT THREE

55. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 54 as if fully rewritten and restated at this time.

54. Defendants' enrollment of persons they knew or should have known were illiterate, retarded, developmentally disabled or mentally ill constitutes an unconscionable consumer sales practice in violation of O.R.C. §§1345.03(A) and 1345.03(B)(1) which expressly prohibit exploitation of consumers' "mental infirmities, ignorance, illiteracy and inability to understand the language of an agreement." O.R.C. §1345.03(B)(1).

#### COUNT FOUR

55. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 54 as if fully rewritten and restated at this time.

56. Defendants' enrollment of persons they knew or should have known were likely to be eligible for vocational training

elsewhere, depending on the financial eligibility of the applicants, for free, constitutes an unconscionable sales practice in violation of O.R.C. §§1345.03(A) and 1345.03(B)(2) which expressly prohibit the sale of services in excess of a price at which similar services elsewhere are readily available.

COUNT FIVE

57. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 56 as if fully rewritten and restated at this time.

58. Defendants' representations to the public and the State Board of Proprietary School Registration that enrollment is limited to only those persons who, without assistance, can benefit from defendants' job-training programs and who can obtain a certain grade on the Wonderlich admissions test are untrue and, therefore, constitute unfair and deceptive consumer sales practices in violation of O.R.C. §§1345.02(A) and 1345.02(B)(4) because they represent to the consumer that a product is available for reasons that do not exist.

59. Defendants' representations in this regard likewise constitute violations of both 16 C.F.R. §254.5(a)(2) and 20 USCA §1091(d)(3)(A), laws intended to protect consumers of proprietary trade school services.

COUNT SIX

60. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 59 as if fully rewritten and restated at this time.

61. Defendants' representations that plaintiffs will be paid to go to Cambridge, that bus passes and books will be free, that defendants' job-training programs are of good quality, that defendants' instructors are of good quality, that plaintiffs will benefit from defendants' job-training programs, that plaintiffs will receive jobs and be able to repay their loans in full, all constitute representations that enrollment and attendance at Cambridge would have benefits that it does not have and, therefore, constitute unfair and deceptive consumer sales practices in violation of O.R.C. §§1345.02(A) and 1345.02(B)(1).

62. Defendants' representations in this regard likewise constitute violations of both O.R.C. §3332.09(F) and 16 C.F.R. §§254.4(a)(6) 254.7(a), laws intended to protect consumers of proprietary trade school services.

COUNT SEVEN

63. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 2 - 63 as if fully rewritten and restated at this time.

64. Defendants' encouragement of persons to enroll at Cambridge and thereby incur indebtedness which defendants know

or should know can never be repaid in full constitutes an unconscionable consumer sales practice in violation of O.R.C. §1345.03(A) and 1345.03(B)(4).

COUNT EIGHT

65. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 64 as if fully rewritten and restated at this time.

66. Defendants' failure to provide students with itemized statements outlining Cambridge costs and/or fees other than basic tuition constitutes an unfair and deceptive consumer sales practice in violation of O.R.C. §1345.02(A).

67. Defendants' failure to provide students with this information likewise constitutes a violation of O.A.C. §3332-1-13(D)(1), a regulation intended to protect consumers of proprietary trade school services.

COUNT NINE

68. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 67 as if fully rewritten and restated at this time.

69. Defendants' providing Cambridge students with instructors who are not qualified by either education or experience to teach the classes assigned to them by defendants constitutes an unconscionable consumer sales practice in violation of O.R.C. §1345.03(A) and 1345.03(B)(1) in that

defendants are taking advantage of students' inability to protect their interests in this regard.

70. Defendants' provision of unqualified instructors likewise constitutes an unfair and deceptive consumer sales practice in violation of O.R.C. §§1345.02(B)(1) and 1345.02(B)(2) because defendants' instructors are not then of the quality represented in defendants' brochures.

71. Defendants' provision of unqualified instructors further constitutes violations of both O.R.C. §3332.09(I) and O.A.C. §3332-1-07(I), laws intended to protect consumers of proprietary trade school services.

#### COUNT TEN

72. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 71 as if fully rewritten and restated at this time.

73. Defendants' failure to deliver an atmosphere minimally conducive to learning constitutes an unfair, deceptive and unconscionable consumer sales practice in violation of O.R.C. §1345.02(A) and 1345.03(A).

74. Defendants' failure in this regard likewise constitutes a violation of O.R.C. §3332.09(G), a law intended to protect consumers of proprietary trade school services.

#### COUNT ELEVEN

75. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 74 as if fully rewritten and restated at this time.

76. Defendants' deliberate passing and graduation of students whom defendants know or should know are ineligible for passing grades or graduation constitutes an unconscionable consumer sales practice in violation of O.R.C. §§1345.03(A) and 1345.03(B)(1).

COUNT TWELVE

77. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 76 as if fully rewritten and restated at this time.

78. Defendants' representations that plaintiffs will be paid to go to Cambridge, that bus passes and books will be free, that defendants' job-training programs are of good quality, that defendants' instructors are of good quality, that plaintiffs will benefit from defendants' job-training programs, that plaintiffs will receive jobs and be able to repay their loans in full, all constitute representations that fraudulently induce plaintiffs to sign the guaranteed student loan applications provided to them by defendants at defendants' request, to enroll at Cambridge and to thereafter attend classes.

79. Plaintiffs reasonably relied to their detriment on defendants' foregoing representations and as a direct and proximate result thereof, plaintiffs have been damaged in amounts equal to the original balances of their guaranteed student loans, interest included.



80. Defendants are liable to plaintiffs for such fraudulent inducement and should therefore be permanently enjoined from making the representations enumerated above and forced to make restitution to plaintiffs in amounts equal to the original balances on their guaranteed student loans, interest included.

COUNT THIRTEEN

81. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 80 as if fully rewritten and restated at this time.

82. Defendants' representations that plaintiffs will be paid to go to Cambridge, that bus passes and books will be free, that defendants' job-training programs are of good quality, that defendants' instructors are of good quality, that plaintiffs will benefit from defendants' job-training programs, that plaintiffs will receive jobs and be able to repay their loans in full, all constitute material representations made by defendants with either knowledge of their falsity or with such utter and reckless disregard of their falsity that defendants' legal liability for such should be the same regardless.

83. Defendants foregoing representations were all made with the intent to mislead plaintiffs into relying on such representations and to sign the guaranteed student loan applications, to enroll at Cambridge and to thereafter attend classes.

84. Plaintiffs justifiably relied on defendants' foregoing fraudulent representations and were proximately injured thereby.

in the amounts equal to the original balances of their guaranteed student loans, interest included.

85. Defendants are liable for such fraud and should therefore be permanently enjoined from making the representations enumerated above and forced to make restitution to plaintiffs in amounts equal the original balances on their guaranteed student loans, interest included.

#### COUNT FOURTEEN

86. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 85 as if fully rewritten and restated at this time.

87. Plaintiffs and defendants entered into contracts whereby plaintiffs accepted defendants offer of job-training programs in which students would be paid to attend Cambridge, would receive free books and bus passes, would receive job-training of good quality from qualified instructors, would receive a job upon completion of one of defendants' job-training programs and would be able to repay their guaranteed student loans in full.

88. Defendants have breached said contracts and are thereby liable to plaintiffs for restitution to them in amounts equal to the original balances on their guaranteed student loans, interest included.

COUNT FIFTEEN

89. Plaintiffs hereby incorporate the allegations in Paragraph Nos. 1 - 88 as if fully rewritten and restated at this time.

90. Defendants' breach of the foregoing contracts were committed wilfully, wantonly, maliciously and with reckless disregard for plaintiffs and thus constitutes a separate actionable tort for which defendants are liable to plaintiffs in amounts equal the balances on their guaranteed student loans, interest included.

WHEREFORE, plaintiffs respectfully pray that the court herein:

1. Certify this action as a plaintiff class action consisting of all former, current and future students at the Cincinnati, Ohio campus of the Cambridge Technical Institute;
2. Declare defendants' recruitment, enrollment and training practices to be in violation of the Ohio Consumer Sales Practices Act and the common law in Ohio of both fraud and contract;
3. Enter judgment in favor of plaintiffs on all counts in the Complaint;
4. Issue a statutory injunction pursuant to O.R.C. §1345.09(d) to temporarily, preliminarily and permanently enjoin defendants, their agents, employees.

assigns and persons acting in concert with them from engaging in the acts and practices set forth in this Complaint;

5. Order defendants to make restitution to plaintiffs in amounts equal to the original balances on their guaranteed student loans, interest included;
6. Order defendants to pay statutory damages and punitive damages to each named plaintiff herein in amounts to be determined later;
7. Order defendants to pay the costs of instituting and maintaining this action including but not limited to reasonable attorneys' fees; and
8. Order all such other and further relief against defendants and in favor of plaintiffs as the court deems just and proper.

Respectfully submitted,

  
MARCHETA LEE GILLAM (G-391)

Trial Counsel

STEPHEN H. OLDEN (O-112)

Co-counsel

KELLY A. MALONE (M-781)

Co-counsel

LEGAL AID SOCIETY OF CINCINNATI


901 Elm Street

Cincinnati, Ohio 45202

(513) 241-9400

JURY DEMAND

In accordance with Rules 38 and 39 of the Ohio Rules of Civil Procedure, plaintiffs herein demand a jury trial on all issues so triable.

  
MARCHETA LEE GILLAM (C-391)  
Attorney at Law

TO THE ATTENTION OF THE CLERK OF COURTS

Please serve the Ohio Attorney General pursuant to O.R.C.  
§1345.08(E).

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COSTS RECORDED

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIOAngela Brown, et al.,

: Case No. A-89-07043

Plaintiffs,

: Judge Gilbert Bettman

-vs-

:

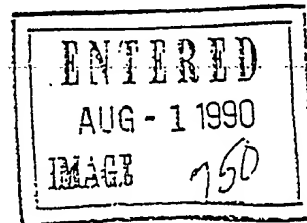
FINAL JUDGMENT AND: APPROVAL OF SETTLEMENT: AGREEMENTCambridge Technical  
Institute, Inc., et al.,

:

Defendants.

:

:



WHEREAS, the class of all former, current and future students at the Cincinnati, Ohio campus of the Cambridge Technical Institute was duly certified in accordance with Rule 23(b)(2) of the Ohio Rules of Civil Procedure with respect to all claims for injunctive and declaratory relief (excepting restitution) arising under the Ohio Consumer Sales Practices Act and the Ohio common law of fraud and contract; and

WHEREAS, in further accordance with Rule 23(E) of the Ohio Rules of Civil Procedure, the parties have negotiated a good faith Settlement Agreement with respect to all certified class claims and all individual claims of named plaintiffs herein; and

WHEREAS, adequate notice has been provided to all class members pursuant to an order of this court; and

WHEREAS, all class members have been provided with the opportunity to object to the above-referenced Settlement Agreement at a fairness hearing conducted on August 1, 1990; and

WHEREAS, said Settlement Agreement having been fully considered together with any objections thereto,

IT IS HEREBY ORDERED:

1. The Settlement Agreement is approved as fair, adequate and reasonable, will properly safeguard the interests of all class members, and is, therefore, deemed to be in the public interest.

2. The Settlement Agreement, attached hereto, is hereby incorporated by reference and shall be considered a Judgment of this court.

3. This court retains jurisdiction over the Settlement Agreement to consider and resolve any motion or action to enforce it.

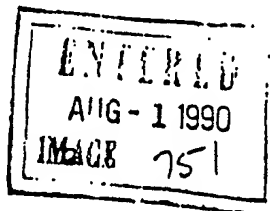
4. With the exception of the enforcement of the Settlement Agreement, all certified class claims and individual claims of named plaintiffs herein are hereby dismissed with prejudice.

IT IS SO ORDERED.

DATED: August 1 1990

JUDGE, HAMILTON COUNTY COURT  
OF COMMON PLEAS

\mgcambrg.set



COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

Angela Brown, <u>et al.</u> ,	:	Case No. A-89-07043
Plaintiffs,	:	Judge Gilbert Bettman
	:	
-vs-	:	<u>SETTLEMENT AGREEMENT</u>
	:	
Cambridge Technical	:	
Institute, Inc., <u>et al.</u> ,	:	
Defendants.	:	

In order to avoid the expense and inconvenience of any further litigation and without admission of liability by defendants with respect to any of plaintiffs' claims, the parties do hereby enter into the following Settlement Agreement:

1. The Cincinnati, Ohio campus of the Cambridge Technical Institute will close permanently as of October 5, 1990 in accordance with the following terms and conditions:

- (a) all forms of recruitment and street solicitation by defendants, their agents, servants, and employees and all other persons acting in concert with them will stop as of July 3, 1990;
- (b) all current students will be advised of the school closing and of their legal opportunity for withdrawal and potential for cancellation of some of their student loan obligations by a Notice of School Closing, attached

EXHIBIT "A"



hereto as Exhibit No. 1, and posted in a conspicuous location at the campus up through October 5, 1990;

- (c) all students who choose to remain enrolled at the campus will receive the full complement of teach out curriculum and related educational services (as defined further by all applicable state and federal regulations) including assistance in job placement; and
- (d) student files will be maintained in accordance with all applicable state and federal regulations and notice of where former students can obtain information and material from their files once the school has closed will be provided by defense counsel to plaintiffs' counsel on or before October 5, 1990; and
- (e) once closed, the Cincinnati, Ohio campus of the Cambridge Technical Institute shall never be reopened in any form either in Hamilton County, Ohio or within a 10 (ten) mile radius of downtown Cincinnati.

MLG/DSM

2. Individual defendants herein (Whitesell, Fitzpatrick) [REDACTED] will not own, operate or be employed in any way by any proprietary school either within the city limits of Cincinnati or in Covington or Newport, Kentucky for a period of 3 (three) years from the date of Entry of Final Judgment and Approval of Settlement Agreement. Individual defendants likewise will not own, operate or be employed in any way by any proprietary school in Hamilton County, Ohio for the period ending October 5, 1991.

3. Defendants will pay the sum of \$5,000 (five thousand dollars) to the Legal Aid Society of Cincinnati to be distributed to the 3 (three) named plaintiffs. Such payment will constitute a full settlement and compromise of all named plaintiffs' claims. Payment will be made within 10 (ten) days of the Entry of the Agreed Final Judgment and Approval of Settlement Agreement. Additionally, defendants will satisfy all outstanding loans obtained by named plaintiffs Carraway and Davis in connection with their enrollment at the Cincinnati, Ohio campus of the Cambridge Technical Institute. Evidence of defendants' satisfaction of such loans will be provided to the Legal Aid Society of Cincinnati within 60 (sixty) days of the Entry of Final Judgment and Approval of Settlement Agreement. In exchange for such payments and/or loan satisfaction, each named plaintiff herein will execute individual releases of all defendants on all individual claims.

4. Defendants will pay the sum of \$72,500 (seventy-two thousand, five hundred dollars) to the Legal Aid Society of Cincinnati in attorneys' fees and costs. Such payment will be made by defendants in two installments, the first installment of \$50,000 (fifty thousand dollars) being payable within 10 (ten) days following entry of Final Judgment and Approval of Settlement Agreement and the second installment being \$22,500 (twenty-two thousand, five hundred dollars) payable within 60 (sixty) days following such entry.

5. If the foregoing payments and loan satisfactions are not made in full and/or not made within the agreed time frames, plaintiffs, at their option, may declare the Final Judgment and Settlement Agreement to be null and void. In this event, the terms of the Final Judgment and Settlement Agreement will not be binding on any party.

6. Plaintiffs and defendants will file a Joint Motion for Approval of the Settlement Agreement and Approval of the Notice of Fairness Hearing by June 27, 1990. The Notice of Fairness Hearing, attached hereto as Exhibit No. 2, will be posted at both the Cincinnati, Ohio campus of the Cambridge Technical Institute and at the Legal Aid Society of Cincinnati. Additionally, the Notice of Fairness Hearing will be mailed, at plaintiffs' expense, to approximately 100 (one hundred) class members whose identities will be made known to defendants' counsel on the date of mailing. Although the Notice of Fairness Hearing will not contain the actual amounts paid by defendants in damages, restitution, fees and/or costs, this information will be made available by the Legal Aid Society of Cincinnati to any class member upon his or her request. This information will not be made available by the Legal Aid Society of Cincinnati to the media.

WJ/DTM  
7. A joint press statement, attached hereto as Exhibit 3, will issue ~~either before or~~ on the day of the Fairness Hearing stating that resolution of the case as outlined in the Notice of Fairness Hearing is believed by all parties to be in the best

interests of both the students and defendants. Other than this joint statement, the Legal Aid Society, named plaintiffs, defense counsel and defendants herein will make no comment to the media on the subject matter of the settlement of the above-captioned action.

8. The Legal Aid Society of Cincinnati agrees that defendants will have 30 (thirty) days from the date of notice to defendants' counsel of any money damage or restitution claim by a class member in order to informally resolve such claims prior to the filing of a formal legal action in which the Legal Aid Society of Cincinnati is counsel of record. This restraint on filing shall have no effect on the Legal Aid Society of Cincinnati's prerogative to file such legal action(s) within that 30 (thirty) day period in order to preserve claims otherwise in jeopardy of being rendered unenforceable by the statute of limitations.

9. Copies of the duly-executed Settlement Agreement will be made available by the Legal Aid Society of Cincinnati to any class member upon his or her request. The Legal Aid Society of Cincinnati will not make copies of the Settlement Agreement available to the media.

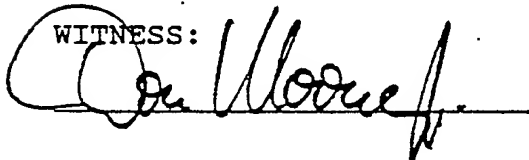
10. All prior orders and injunctions of the court are hereby vacated and dissolved as of the date of compliance with the terms and conditions of the Settlement Agreement. Counsel for the parties shall jointly request that such orders and injunctions

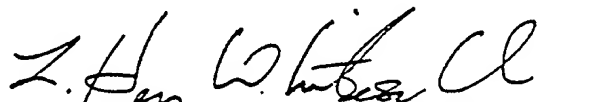
be vacated and dissolved upon date of the parties' compliance with the Settlement Agreement.

11. The court will retain jurisdiction over the Settlement Agreement, and any post-judgment motions for its enforcement will be brought before this court. Nothing in the Settlement Agreement forecloses a party's right to bring such enforcement matters or actions before the court. Similarly, nothing in the Settlement Agreement forecloses a class member's legal right, other than named plaintiffs herein, with or without a lawyer, to file either a lawsuit or an administrative claim to recover money or cancellation of his or her student loan obligation.

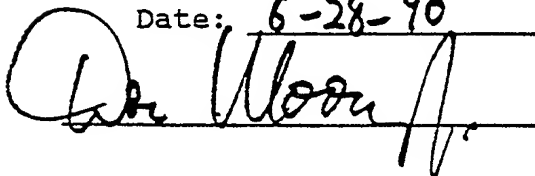
12. This Settlement Agreement contains all of the terms of settlement agreed to by the parties. Any amendment or alterations thereto must be entered in writing and executed by all parties.

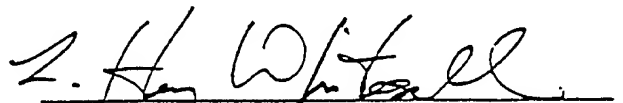
WITNESS:



  
L. Henry Whitesell, Chairman  
CAMBRIDGE TECHNICAL INSTITUTE on  
behalf of Cambridge Technical  
Institute, Inc.

Date: 6-28-90



  
L. Henry Whitesell, Chairman  
CAMBRIDGE TECHNICAL INSTITUTE on  
behalf of himself as an individual  
defendant

Date: 6-28-90

Donald J. Mooney, Jr.

Date: 6-28-90

John Fitzpatrick  
John Fitzpatrick, President  
CAMBRIDGE TECHNICAL INSTITUTE

ALG/DTM

[REDACTED]

[REDACTED]

4/29/90  
Marchek

Date: 7/3/90

Kelly A. Malone

ANGELA DENISE BROWN on behalf of  
herself and all others similarly  
situated

7/3/90

Date: 4/29/90

Marchek

CHARLES WESLEY CARRAWAY  
CHARLES WESLEY CARRAWAY, on behalf  
of himself individually and all  
others similarly situated

Date: 7/3/90

Stephen H. Olsen

BETTY JEAN DAVIS  
BETTY JEAN DAVIS, on behalf of  
herself and all others similarly  
situated

MLG/DTM

[REDACTED]

Marchek

Date: 6-28-90

LEGAL AID SOCIETY OF CINCINNATI  
As Counsel for the Plaintiffs and  
the Class They Represent

DONALD J. MOONEY, JR.  
BENESCH, FRIEDLANDER, COPLAN & ARONOFF  
As Trial Attorney for Defendants

# NOTICE OF SCHOOL CLOSING

As of 10-05-90, the Cincinnati, Ohio campus of the Cambridge Technical Institute will close. If you are currently enrolled in classes, you will have up through and including 10-05-90 in which to complete your coursework. Until that time, the full range of coursework and related educational services (as defined by all applicable state and federal regulations) including assistance in job placement, will be provided.

If you choose to stop attending school, you will be permitted to withdraw in accordance with all applicable state and federal regulations and in some instances, you may be entitled to cancellation of some of your student loan obligation.

To determine your individual withdrawal and/or cancellation rights, you should contact the Financial Aid Office either by telephone at 721-7755 or in person.

Exhibit No. 1

NOTICE OF FAIRNESS HEARING  
TO ALL FORMER, CURRENT AND FUTURE  
CAMBRIDGE STUDENTS

PLEASE TAKE NOTICE THAT ON WEDNESDAY, AUGUST 1, 1990 AT 2:00 P.M. IN COURTROOM 10, ROOM 334, OF THE HAMILTON COUNTY COURT OF COMMON PLEAS, THE HON. GILBERT BETTMAN PRESIDING:

A Fairness Hearing will be conducted with respect to the proposed settlement of the plaintiff class action styled, Angela Brown, et al. v. Cambridge Technical Institute, et al., Case No. 89-CV-07043. The plaintiff class consists of "all former, current and future students at the Cincinnati, Ohio campus of the Cambridge Technical Institute."

The Fairness Hearing will be conducted for the purpose of determining whether the proposed settlement is fair to the class members, is in the public interest and whether it should, therefore, be approved.

You have the right to tell the court, in writing, whether you think this settlement should be approved. You should be specific in describing any objections you have to the settlement. You must submit your comments in writing to the address provided below by Friday, July 27, 1990. Failure to comment will be considered approval of the settlement.

The proposed settlement, if approved, will be binding on all class members' only with respect to claims for injunctive or declaratory relief. This means that the proposed settlement has no effect on your individual legal right, with or without a

Exhibit No. 2



lawyer, to either bring a lawsuit or file an administrative claim to recover money or obtain cancellation of your student loan obligation.

THE OUTLINE OF THE PROPOSED SETTLEMENT IS AS FOLLOWS:

1. The Cincinnati Ohio campus of the Cambridge Technical Institute will close as of 10-05-90.

2. Up through and including 10-05-90, the full range of coursework and related educational services (as defined by all applicable state and federal regulations) including assistance in job placement, will be provided.

3. If a student chooses to stop attending school, he or she will be permitted to withdraw in accordance with all applicable state and federal regulations and may, in some instances, be entitled to cancellation of some of his or her student loan obligation.

4. The owners of the school will not be employed by any similar school within the City of Cincinnati or in Newport or Covington, Kentucky for a period of three years and/or within Hamilton County until 10-05-91.

5. The individual named plaintiffs in the lawsuit will be paid an agreed but undisclosed amount of damages in full settlement and compromise of their individual claims.

6. The Legal Aid Society will be paid an agreed but undisclosed amount of attorneys fees and costs in connection with the institution and maintenance of the lawsuit.

7. The settlement will not affect any individual class member's right, with or without a lawyer, to either bring a

lawsuit or file an administrative claim to recover money or  
cancellation of his or her student loan obligation.

MAIL YOUR COMMENTS TO:

Hamilton County Court of Common Pleas  
Courtroom 10, Room 334  
1000 Main Street  
Cincinnati, Ohio 45202

FURTHER INFORMATION AVAILABLE FROM:

Legal Aid Society of Cincinnati  
901 Elm Street  
Cincinnati, Ohio 45202  
(513) 241-9400  
Attn: Kelly Malone, Attorney at Law  
Attorney for Plaintiffs

BENESCH, FRIEDLANDER, COPLAN & ARONOFF  
1900 Carew Tower  
441 Vine Street  
Cincinnati, Ohio 45202  
Attn: Donald J. Mooney, Jr., Esq.  
Attorney for Defendants

FOR IMMEDIATE RELEASE

The plaintiff class action styled Angela Brown, et. al. v. Cambridge Technical Institute, et. al., Case No. 89-CV-07043 has preliminarily settled.

The settlement, if approved by the court at the August 1, 1990 fairness hearing, will become effective immediately.

Without further comment, the parties to the lawsuit state that the settlement as outlined in the attached Notice of Fairness Hearing is believed by everyone involved to be in the best interests of both the students and defendants.

Exhibit No. 3

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

Angela Brown, et al.,

Plaintiffs,

-vs-

Cambridge Technical  
Institute, Inc., et al.,

Defendants.

: Case No. A-89-07043

: Judge Gilbert Bettman

:

RELEASE OF DEFENDANTS

: BY NAMED PLAINTIFF

: ANGELA DENISE BROWN

:

:

:

WLG/DSM  
In consideration of the foregoing Settlement Agreement, Angela Denise Brown, her successors, heirs, assigns, guardians and agents hereby release and forever discharge defendants Cambridge Technical Institute, Inc., L. Henry Whitesell, John Fitzpatrick [REDACTED] and their employees, affiliates, assigns, agents and family members from any and all claims, actions or causes of action including those claims asserted in the Complaint in this case and any other claims arising from her recruitment, enrollment or attendance at the Cincinnati, Ohio campus of the Cambridge Technical Institute or her dealings with individuals herein.

*Angela Denise Brown*  
ANGELA DENISE BROWN

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

Angela Brown, et al., : Case No. A-89-07043  
Plaintiffs, : Judge Gilbert Bettman  
-vs- : RELEASE OF DEFENDANTS  
 : BY NAMED PLAINTIFF  
 : CHARLES WESLEY CARRAWAY  
Cambridge Technical :  
Institute, Inc., et al., :  
Defendants. :

11/28/87M  
In consideration of the foregoing Settlement Agreement,  
Charles Wesley Carraway, his successors, heirs, assigns,  
guardians and agents hereby release and forever discharge  
defendants Cambridge Technical Institute, Inc., L. Henry  
Whitesell, John Fitzpatrick [REDACTED] and their  
employees, affiliates, assigns, agents and family members from  
any and all claims, actions or causes of action including those  
claims asserted in the Complaint in this case and any other  
claims arising from his recruitment, enrollment or attendance at  
the Cincinnati, Ohio campus of the Cambridge Technical Institute  
or his dealings with individuals herein.

7/3/90  
*Charles Wesley Carraway*  
CHARLES WESLEY CARRAWAY

COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

Angela Brown, et al., : Case No. A-89-07043  
Plaintiffs, : Judge Gilbert Bettman  
-vs- :  
 : RELEASE OF DEFENDANTS  
 : BY NAMED PLAINTIFF  
 : BETTY JEAN DAVIS  
Cambridge Technical :  
Institute, Inc., et al., :  
Defendants. :

45/DM  
In consideration of the foregoing Settlement Agreement, Betty Jean Davis, her successors, heirs, assigns, guardians and agents hereby release and forever discharge defendants Cambridge Technical Institute, Inc., L. Henry Whitesell, John Fitzpatrick [REDACTED] and their employees, affiliates, assigns, agents and family members from any and all claims, actions or causes of action including those claims asserted in the Complaint in this case and any other claims arising from her recruitment, enrollment or attendance at the Cincinnati, Ohio campus of the Cambridge Technical Institute or her dealings with individuals herein.

Betty Jean Davis  
BETTY JEAN DAVIS

a:mgcambrg.rel

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 5/18/93

[redacted] Date of Birth (DOB) [redacted]  
[redacted] Social Security Account Number (SSAN) [redacted] was  
interviewed at his residence, [redacted]  
telephone [redacted] After being advised of the identities  
of the interviewing agents and the nature of the interview, he  
voluntarily provided the following information:

b6  
b7C

He is currently unemployed, as he was a presidential appointee at the United States Department of Education during President George Bush's term as President. He was dismissed from the USDOED the day after President CLINTON'S inauguration in January, 1993.

At the USDOED he was employed in the Office of Legislation and Congressional Affairs, where he regularly handled incoming telephone calls and inquiries from members of Congress and their staff.

[redacted] recalled being contacted by Congressman DONALD "BUZ" LUKENS (exact time period unrecalled) on one occasion. LUKENS stated that he had a close personal friend and "supporter" who was being treated unfairly by the USDOED. [redacted] recalled that the matter concerned an audit that was being conducted by the USDOED at a technical school in Ohio. He stated LUKENS seemed more aggressive than the usual congressman who calls to inquire about a matter concerning one of his constituents. LUKENS stressed the close personal relationship between himself and this individual, implied that [redacted] needed to look into the matter and do something about it. LUKENS believed his friend was being denied due process.

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b7C

[redacted] stated that LUKENS never threatened him or directly asked him to stop the USDOED's investigation. He added that LUKENS was a "hard sell" and he received the unspoken sense from LUKENS that in a perfect world the USDOED would put an end to their investigation.

Investigation on 5/18/93 at Burke, Virginia File # 46A-WF-179870-SJB UU  
by SA [redacted] & [redacted] /CSB:csb Date dictated 5/18/93

46A-WF-179870

Continuation of FD-302 of [REDACTED], On 5/18/93, Page [REDACTED]

[REDACTED] could not recall discussing this matter with his immediate boss, [REDACTED] and believes she may have been out of town. He stated that normally he would discuss a call of this nature with [REDACTED] and stated that [REDACTED] may have taken the call herself had she been there.

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He advised that after taking down all the information provided by LUKENS, he passed this information on to his subordinate, [REDACTED] for further investigation. After several telephone calls and inquiries, [REDACTED] advised him that he believed a serious investigation was underway concerning the constituent on whose behalf LUKENS had called about. [REDACTED] advised he made the decision that his office would not interfere with the USDOED's Inspector General's investigation and contacted LUKENS office to advise them of same.

[REDACTED] stated he believes he spoke to LUKENS' Chief of Staff or Administrative Assistant (a man whose name he could not recall) and advised him that this was a serious matter, that his office would not in any way interfere with the Inspector General's investigation and that Congressman LUKENS and his staff should do the same. [REDACTED] advised that LUKENS' Chief of Staff seemed surprised at the seriousness of the matter and told him he would pass this information on to Congressman LUKENS.

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[REDACTED] stated he had no further contact with LUKENS or any member of his staff concerning this matter and received no written communications from them regarding same. He advised other than the notes he took during his conversation with LUKENS and passed along to [REDACTED] he prepared no formal documentation regarding this telephone call and retained no other notes regarding this contact.



46A-WF-179870-Sub UU

CSB:csb

1.

The following investigation was conducted by Special Agent [ ] on May 6, 1993:

[ ] Senior Attorney, Legal Aid Society, 901 Elm Street, Cincinnati, Ohio, telephone [ ] was contacted regarding the Legal Aid suit brought against Cambridge Technical Institute in Cincinnati, Ohio, and advised as follows:

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[ ] stated the investigation was instituted in approximately July, 1989 after the Legal Aid Society had been receiving complaints about Cambridge for years. She stated these complaints were received from Cambridge students as well as the Ohio State Department of Welfare. She stated the suit was a class action of past, current and future students against the Cincinnati campus of Cambridge. The nature of the complaints involved Cambridge's recruitment process, the quality of education and promises made regarding job placement. [ ] stated that people were approached at the Department of Welfare and at soup kitchens in the Cincinnati area in an effort to persuade them to enroll at Cambridge.

[ ] stated during the course of their investigation, Legal Aid hired a private investigator to follow Cambridge employees and film them picking up people and transporting them to Cambridge for enrollment.

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As a result of the Legal Aid suit, Cambridge decided to close down the Cincinnati campus and repay the legal fees and costs associated with the suit as well as the loans of two of the three plaintiffs, [ ] and [ ]. She stated the third plaintiff in the suit did not have a student loan. This settlement occurred in approximately August, 1990.

[ ] advised when HENRY WHITESELL died, Cambridge still owed Legal Aid money and [ ], WHITESELL's business associate, has failed to pay the remainder. [ ] estimates that Cambridge paid Legal Aid approximately \$50,000, but still owes approximately \$22,500 in legal costs as well as \$2,600 and \$6,500 respectively for the loans of [ ] and [ ].

To indicate the type of individuals Cambridge was enrolling, [ ] stated that [ ] was a sixty-seven year old man with one eye and a severe physical ailment.

46A-WF-179870 Sub UU-18

46A-WF-179870-Sub UU

CSB:csb

2.

[ ] of Bensch, Feedlander, Coplan and Aronoff, telephone [ ] represented HENRY WHITESELL in connection with the Legal Aid suit before his death. [ ] advised that she was never made aware of any contact by Congressman DONALD "BUZ" LUKENS in writing or telephonically on behalf of Cambridge, [ ] or WHITESELL. She stated that she checked with the Director of Legal Aid as well as the Litigation Coordinator to see if they were aware of any contact to Legal Aid by Congressman LUKENS, with negative results. She stated she generally received two or three letters a day from [ ] during the course of the investigation. She stated she could have received a letter from [ ] stating he was going to write Congressman LUKENS on behalf of his clients, CAMBRIDGE and WHITESELL, however, she does not specifically recall receiving same. She stated that she would go through the documents she has to see if such a letter exists. b6 b7C

[ ] stated that there was never any pressure put on Legal Aid to cease its investigation and stated that [ ] was the Chief Litigator.

She stated that [ ] the State Attorney General in Columbus, Ohio had brought a lawsuit against the Cleveland campus of Cambridge and that the Legal Aid office in Dayton, Ohio brought a lawsuit against Cambridge's Dayton campus. b6 b7C

46A-WF-179870-Sub UU

CB CSB:csb  
1.

The following investigation was conducted by Special Agent (SA) [redacted] on May 7, 1993:

SSA [redacted] Polygraph Unit, FBIHQ, 409 7th Street Northwest, Washington, D.C., telephone [redacted] provided SA [redacted] with copies of two polygraph examination reports administered to [redacted] on 5/14/91 and 7/17/91 in Cincinnati, Ohio, in connection with Cincinnati file 213A-CI-58003 captioned "LOUIS HENRY WHITESELL dba Cambridge Technical Institute; FAG-DOED; (OO:CI).

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A copy of each of these reports is attached hereto.

46A-WF-179870 Sub UU 19

## POLYGRAPH REPORT

DATE OF REPORT 5/21/91	DATE OF EXAMINATION 5/14/91	BUREAU FILE NUMBER	FIELD FILE NUMBER 213A-CI-58003
FIELD OFFICE OR AGENCY REQUESTING EXAMINATION FBI, CINCINNATI			
AUTHORIZING OFFICIAL SAC, CINCINNATI			DATE AUTHORIZED 5/9/91
EXAMINEE NAME (LAST FIRST MIDDLE) [REDACTED]			

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## CASE TITLE

LOUIS HENRY WHITESELL; DBA CAMBRIDGE TECHNICAL INSTITUTE; FAG-DOED; OO: CI.

## REFERENCES

## CASE SYNOPSIS/EXAMINER CONCLUSION

Information was received from the Office of the Inspector General, Department of Education, Philadelphia, Pennsylvania, that their office had recently been approached by an attorney for [REDACTED] Director of Education of captioned institution, indicating that he had been recently requested to falsify attendance records of some students by subject WHITESELL, to be provided to DOED auditors who were conducting an audit of captioned institution. [REDACTED] told investigators that he was also partners with WHITESELL in another institution that was "clean." He also indicated that he believed that CAMBRIDGE was "clean" until this recent development.

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[REDACTED] has been interviewed on two occasions regarding this matter. On the second occasion [REDACTED] was interviewed in the company of his attorney and provided substantially more details concerning this information and admitted that he had not been candid during the first interview out of embarrassment and because of fear of being prosecuted.

During pre-test interview [REDACTED] was provided a transcript of his second interview. After reading the transcript of his second interview, [REDACTED] added only the names of two individuals that he had previously not recalled and also admitted that [REDACTED] filled in for HENRY WHITESELL in the process of transferring numeric money amounts onto PELL work sheets.

Subsequently, [REDACTED] was administered a polygraph examination in which the following relevant questions were asked:

A) [REDACTED]

b7E

EXAMINER NAME:

SA [REDACTED]

CI 213A-CI-58003

[REDACTED]

b7E

It is the opinion of the examiner that the recorded responses to the relevant questions asked indicate deception on the part of [REDACTED]

During post-test interview [REDACTED] admitted that during

[REDACTED]

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[REDACTED] maintained that other than the above admissions, the remainder of his second statement was true and accurate.

## POLYGRAPH REPORT

DATE OF REPORT 8/1/91	DATE OF EXAMINATION 7/17/91	BUREAU FILE NUMBER	FIELD FILE NUMBER 213A-CI-58003
FIELD OFFICE OR AGENCY REQUESTING EXAMINATION FBI, Cincinnati			
AUTHORIZING OFFICIAL SAC, Cincinnati			DATE AUTHORIZED 5/9/91
EXAMINEE NAME (LAST FIRST MIDDLE) [REDACTED]			

b6  
b7C

## CASE TITLE

LOUIS HENRY WHITESELL; DBA  
Cambridge Technical Institute;  
FAG - DOED (OO: CI)

## REFERENCES

## CASE SYNOPSIS/EXAMINER CONCLUSION

Information was received from the Office of the Inspector General, Department Of Education, Philadelphia, Pennsylvania, that their office had recently been approached by an attorney for [REDACTED] Director of Education of captioned institution, indicating that he had been recently requested to falsify attendance records of some students by subject WHITESELL to be provided to DOED auditors who were conducting an audit of captioned institution. [REDACTED] told investigators that he was also partners with WHITESELL in another institution that was "clean." He also indicated that he believed that Cambridge was "clean" until this recent development.

[REDACTED]  
[REDACTED]  
[REDACTED] has been interviewed on two occasions regarding this matter. On the second occasion [REDACTED] was interviewed in the company of his attorney, and provided substantially more details concerning this information, and admitted that he had not been candid during the first interview out of embarrassment and because of fear of being prosecuted. On 5/14/91 [REDACTED] was afforded a polygraph examination, which indicated deception with regard to [REDACTED] statements to the FBI. [REDACTED] subsequently admitted that he had not been candid during the polygraph examination [REDACTED]

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[REDACTED] subsequently made a third detailed statement to the FBI.

EXAMINER NAME:

SA [REDACTED]

It is the purpose of this polygraph examination to determine if [ ] has been completely truthful in his statements to the FBI regarding Cambridge Technical Institute.

It is the opinion of the examiner that the recorded responses to the relevant questions asked indicate deception on the part of [ ]. The relevant questions asked and [ ] responses were as follows:

[ ]

Response: [ ]

[ ]

Response: [ ]

[ ]

Response: [ ]

During post-test interview [ ] maintained that he had been completely candid with regard to Cambridge and could provide no explanation for the deceptive nature of his polygraph examination.

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# Memorandum



To : SAC, WMFO (46A-WF-179870 SUB UU)

Date 6/18/93

From : SA [redacted] (C-9)

Subject: BIG BOUNCE;  
MAJOR CASE 55;  
OO: WMFO

b6  
b7C

This subfile regards former U.S. Congressman DONALD E. "BUZZ" LUKENS, and is currently assigned to the writer. However, for administrative reasons, SAs [redacted] and [redacted] have been conducting the pertinent investigation. Therefore, it is requested that this subfile be reassigned to SA [redacted]

① - (46A-WF-179870 SUB UU)  
RFK:rfk  
(1)

Reassign  
to SA [redacted]  
6-18-93  
RF 6/21/93  
46A-WF-179870 UU  
RF RF -20  
[redacted]



FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 6/18/93

TO : SAC, CINCINNATI  
(ATTN: SSA [REDACTED] SQUAD 3)

FROM : SAC, WMFO (46A-WF-179870) (P) (C-9)

SUBJECT : BIG BOUNCE;  
MAJOR CASE #55;  
FAG  
(OO:WMFO)

ⓧ  
C-16  
6/18/93

Reference WMFOtelcall to CI, 6/18/93.

Enclosed for CI is an original and one copy of a  
FGJ subpoena, with attachments, for [REDACTED]LEAD

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b7C

CINCINNATI

AT CINCINNATI, OHIO. Will serve the enclosed FGJ  
subpoena on [REDACTED] for his appearance before the  
FGJ, W.D.C., on [REDACTED]

2 - Cincinnati (Encls. 2)

① - WMFO

CSB:csb

(3) *csb*46A-WF-179870 UU  
-21

SEARCHED INDEXED  
SERIALIZED FILED  
JUN 21 1993  
FBI - CINCINNATI

Approved: \_\_\_\_\_ Transmitted \_\_\_\_\_  
(Number) (Time)

Per \_\_\_\_\_

*OR*

[redacted]  
WMFO 46A-WF-179870 SUB AA

← WMFO 46A-WF-179870 SUB UU

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b7C  
b7D

On June 1, 1993 [redacted] provided the following information to SA [redacted]

Source believed that former U.S. Congressman DONALD "BUZ" LUKENS had served in the U.S. HOUSE OF REPRESENTATIVES for a period of time, given up his congressional seat, and then later been re-elected to the House. Source recalled that LUKENS had been afflicted with cancer and had extensive surgery on his face and neck. Source described LUKENS as a "womanizer" despite the fact that he was married. Source thought LUKENS had been indicted in Ohio on Charges related to his having sex with an underage black woman. Source believed this incident caused LUKENS to lose his re-election bid. Source did not have any direct knowledge of LUKENS' susceptibility for taking bribes but commented that he/she felt that probably "90 percent" of the congressional members would accept money or gratuities in return for favors.

[redacted] advised that when [redacted] was accosted and shot, [redacted] claimed that his wallet and wristwatch were stolen. However, source stated that [redacted] hardly ever carried a wallet and rarely wore a wristwatch. Source wondered if [redacted] had applied for a new driver's license since the shooting incident.

Source commented that when MICKEY LELAND died, he was "in debt up to his ears." Source suggested that [redacted] may have taken action to clear LELAND's overdraft situation off of the books of the House Bank after his death.

b6  
b7C  
b7D

Source commented that [redacted] was close to [redacted] and [redacted] wife.

# Memorandum



To : SAC (46A-WF-179870 Sub UU) (P)

Date 6/10/93

From *CSB* SA [redacted] (C-14)

Subject: BIG BOUNCE;  
MAJOR CASE #55

Attached hereto is a copy of a letter from [redacted] Section Chief, United States Department of Education (USDOED), Office of Student Financial Assistance, 401 South State Street, Chicago, Illinois, 60605, enclosing her original notes, dated 8/22/93, regarding a telephone call she received from [redacted] Office of Congressional Affairs, USDOED, Washington, D.C.. This telephone call from [redacted] informed her of contact with his office by Congressman DONALD "BUZ" LUKENS on behalf of his constituent, [redacted]

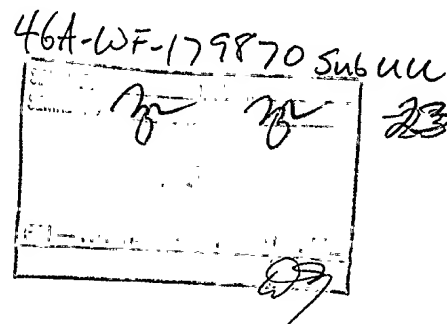
b6  
b7c

The original letter and notes are being placed in an FD-340 and will be maintained in the 1A section of this file.

A copy of this letter and notes will be provided to [redacted] Senior Counsel, USDOJ.

① - 46A-WF-179870-Sub UU

CSB:csb  
(1)





UNITED STATES DEPARTMENT OF EDUCATION  
REGION V  
ONE CONGRESS CENTER  
401 S. STATE STREET, ROOM 700-D  
CHICAGO, ILLINOIS 60605  
(312) 353-0375

OFFICE OF  
STUDENT FINANCIAL ASSISTANCE

June 2, 1993

Ms. [REDACTED]  
F.B.I.  
7799 Leesburg Pike  
Suite 200, South Tower  
Falls Church, VA 22043

Dear [REDACTED]

Enclosed you will find my original notes regarding the call from Buzz Lukens to [REDACTED] relative to our program review at Cambridge Technical Institute. They are somewhat sketchy. Please let me know if you need anything else. b6 b7C

[REDACTED]  
Section Chief  
Section I

Cambridge Tech.

PREPARED BY	
DATE	

8/22 22

[Redacted]

Office of Congressional Affairs

[Redacted]

b6  
b7C

Reached Hageman's McGinnis at Ohio Atty General's office.

Contacted by Cong. ~~Hubens~~ <sup>but primary - found guilty of sexual molestation</sup> connected with Mr. [Redacted] at Dayton.

[Redacted]

can't be in 2 places at once.

B We didn't ask for him.

# Memorandum



To : SAC (46A-WF-179870) (Sub UU) (P)

Date 6/11/93

From *CSB* SA  (C-14)

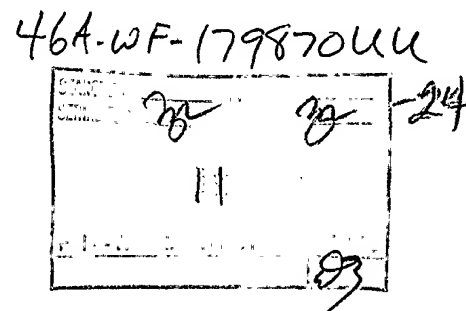
Subject: BIG BOUNCE;  
MAJOR CASE #55

Attached hereto are copies of complaint and Judgment in connection with Case number 155499 filed by LEE FISHER, the Attorney General for the State of Ohio, Cleveland, Ohio, against Cambridge Technical Institute, Cleveland, Ohio. The complaint was filed on 8/26/88 and the Judgment is dated 5/3/91. These copies were provided by  of FISHER'S office.

b6  
b7C

① - 46A-WF-179870 (Sub UU)

CSB:csb  
(1) *csb*



MAY-25-1993 14:33 FROM

TO

96162304

P.02

05/05/93 15:20

202 216 2304

HOUSE BANK TF

TCC

002

CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.  
ANTHONY J. CELEBREZZE, JR.  
ATTORNEY GENERAL  
30 East Broad Street  
State Office Tower - 15th Fl.  
Columbus, Ohio 43266-0410,

Plaintiff,

v.

CAMBRIDGE TECHNICAL INSTITUTE  
1350 West Third Street  
Cleveland, Ohio 44113  
(216) 861-4315

KEITH A. CRAVENS  
Individually and as  
CORPORATE OPERATIONS MANAGER  
CAMBRIDGE TECHNICAL INSTITUTE  
30 Garfield Place, Suite 840  
Cincinnati, Ohio 45402  
(513) 721-7773

and

BARRY MARTIN  
Individually and as  
DIRECTOR OF EDUCATION  
CLEVELAND SCHOOL  
CAMBRIDGE TECHNICAL INSTITUTE  
30 Garfield Place, Suite 840  
Cincinnati, Ohio 45402  
(513) 721-7773

and

AMY C. REYNOLDS  
Individually and as  
ADMISSIONS OFFICER  
CAMBRIDGE TECHNICAL INSTITUTE  
3629 Winchell Road  
Shaker Heights, Ohio 44122  
(216) 731-9094

and

STATE ATT. GENERAL'S  
COMPLAINT AGAINST  
CAMBRIDGE TECHNICAL  
INSTITUTE RE: FRAUD  
AGAINST PHYLLIS ROBINS

CASE NO. ET AL

JUDGE

COMPLAINT

JURY DEMAND

5/28/93:

Per Tom McGuire,  
Office of the Attorney General  
of Ohio,

Complaint filed Aug. 26, 1988

Case No. 155499

FILED  
MAY 29 PM 3:30  
CLERK OF COURT  
CLEVELAND

Individually and as  
DIRECTOR OF EDUCATION  
CLEVELAND SCHOOL  
CAMBRIDGE TECHNICAL INSTITUTE  
1350 West Third Street  
Cleveland, Ohio 44113  
(216) 861-4315

Now comes the Plaintiff, the State of Ohio, by and through its counsel, Attorney General Anthony J. Celebrezze, Jr., and for its complaint against the Defendants, Cambridge Technical Institute, Barry Martin, Amy C. Reynolds, Keith Craven and Barry L. Johnson alleges as follows:

#### JURISDICTION

1. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Anthony J. Celebrezze, Jr., brings this action in the public interest and on behalf of the State of Ohio under the authority vested in him by Section 1345.01 to 1345.13 of the Ohio Revised Code, the Consumer Sales Practices Act.

2. The acts of which the plaintiff complains occurred in Cuyahoga County.

3. Cambridge Technical Institute is a corporation for profit licensed in the State of Ohio under Charter number 645664.

#### NATURE OF DEFENDANTS'S BUSINESS

4. Since March of 1987, the defendants have operated the Cambridge Technical Institute ("Cambridge"), a proprietary school, in Cleveland, Ohio.



the form of training programs in court reporting, custodial maintenance, data entry, nursing assistance, private security and word processing.

6. Defendant Keith Craven was Corporate Operation Manager for Cambridge during the relevant times. He possessed and exercised the authority to establish and implement the policies of Cambridge. He allowed, caused or ratified the acts set forth in this complaint.

7. Defendant Barry Martin was Director of Education at Cambridge during the relevant times. He possessed and exercised the authority to establish and implement the policies of Cambridge. He allowed, caused or ratified the acts set forth in this complaint.

8. Defendant Amy C. Reynolds was Admissions Office during the relevant times. She possessed and exercised the authority to establish and implement the policies of Cambridge. She allowed, caused or ratified the acts set forth in this complaint.

9. Defendant Barry Johnson also was Director of Education at Cambridge during the relevant times. He possessed and exercised the authority to establish and implement the policies of Cambridge. He allowed, caused or ratified the acts set forth in this complaint.

10. The defendants moved into the building catty-corner the welfare office and, at the welfare office and at other strategic places, stalked the poor, the homeless and the unstable individuals with the least ability to compare to

with the least propensity to complain and to be believed about the shocking conditions at Cambridge.

11. The defendants ignored the likelihood that many of the individuals at the strategic places would be illiterate or retarded or emotionally unstable. The defendants recognized the sometimes obvious signs that these individuals did not have the ability to benefit from the programs offered at Cambridge and they attempted to disguise these signs by offering an abbreviated version of an ability test and by allowing the individuals taking the test liberties in the means allowed to pass it which shock the conscience.

12. The defendants confronted individuals at these strategic places and sent them or walked them directly through the intersection to enroll at Cambridge and to sign for educational loans and grants to be distributed to the defendants through Cambridge.

13. These activities tended to interfere with the counseling services provided for these individuals at welfare offices and probation departments and other places. These counseling services would have facilitated the determination of whether any individual had the ability to benefit from the programs offered at Cambridge.

COUNT ONE

14. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(3) by recruiting deliberately and enrolling individuals both unlikely and least likely to receive substantial benefit from the Cambridge program.

16. This conduct also violates Ohio Administrative Code Section 3332-1-12(C) and 34 C.F.R. §668.4(a)(3)(iii), regulations intended to protect consumers of proprietary school services.

#### COUNT TWO

17. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

18. The defendants have engaged in unconscionable consumer sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(2) by enrolling students in Cambridge when they knew or should have known at the time students were enrolled that the contract price was substantially in excess of the price at which similar services were readily available. The defendants have done this by recruiting students who were likely to be eligible for vocational training at no charge.

#### COUNT THREE

19. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

20. The defendants have engaged in unconscionable consumer sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(1) by taking advantage of consumers' mental infirmities, ignorance, illiteracy and inability to understand the enrollment contract and loan agreement. The defendants have done this by enrolling in Cambridge individuals they knew or should have known were retarded and illiterate. These individuals were unable to understand that they had become indebted.

21. This conduct also violates Ohio Administrative Code Section 3332-1-12(B), a regulation intended to protect consumers of proprietary school services.

#### COUNT FOUR

22. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

23. The defendants have engaged in unconscionable consumer sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(4) by encouraging Cambridge enrollees to incur indebtedness which the defendants knew or should have known that the students could not repay.

#### COUNT FIVE

24. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

25. The defendants have engaged in unfair and deceptive consumer sales practices in violation of R.C. 1345.02(A) and 1345.02(B)(1) by representing to consumers that enrollment

would have benefits that it did not have. The defendants have done this by representing that students would be paid for attending Cambridge.

26. This conduct also violates R.C. 3332.09(F); 16 C.F.R. §254.4(a)(6) and §254.7(a) (F.T.C. regulation), laws intended to protect consumers of proprietary school services.

#### COUNT SIX

27. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

28. The defendants have engaged in unfair and deceptive consumer sales practices in violation of R.C. 1345.02(A) and 1345.02(B) by representing to consumers that enrollment in Cambridge would have benefits that it did not have. The defendants have done this by representing that graduates definitely would be placed in jobs. Such representation was not true.

29. This violates R.C. 3332.09(F), a law intended to protect consumers of proprietary school services.

#### COUNT SEVEN

30. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

31. The defendants have engaged in unfair and deceptive consumer sales practices in violation of R.C. 1345.02(A) and 1345.02(B)(4) by representing to consumers that enrollment was available for a reason that did not exist. The defendants have done this by representing that only those who make an

acceptable grade or complete successfully a certain test or examination would be admitted to Cambridge when, in fact, enrollments were not so limited.

32. This conduct also violates 15 C.F.R. §254.5(a)(2) (F.T.C. regulation) and 20 U.S.C. §1091(d)(3)(A), laws intended to protect consumers of proprietary school services.

COUNT EIGHT

33. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

34. The defendants have engaged in unconscionable consumer sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(1) by taking advantage of consumers' inability to protect their interests because of ignorance concerning the qualifications of Cambridge instructors. The defendants have done this by providing for Cambridge students instructors who were not qualified by education and experience to teach the courses they taught.

35. This conduct also violates R.C. 3332.09(1) and Ohio Administrative Code Section 3332-1-07(1), laws intended to protect consumers of proprietary school services.

COUNT NINE

36. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

consumer sales practices in violation of R.C. 1345.02(A) by failing to provide students with an itemized statement separately stating Cambridge fees other than tuition.

38. This conduct also violates Ohio Administrative Code Section 3332-1-13(D)(1), a regulation intended to protect consumers of proprietary school services.

#### COUNT TEN

39. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

40. The defendants have engaged in unfair and deceptive consumer sales practices in violation of R.C. 1345.02(A) and 1345.02(B)(9) by permitting or directing Cambridge canvassers to act as recruiting counselors without registering these canvassers with the State Board of School and College Registration and having them undergo Board investigation and Board scrutiny.

41. This conduct also violates R.C. 3332.10(A) and 3332.09(L) statutes intended to protect consumers of proprietary school services. The practice of soliciting consumer transactions without proper license and registration has been found to be an unfair and deceptive consumer sales practice in Brown v. Martz d.b.a Tri-County Landscaping, Butler County Common Pleas No. CV-81-11-1152, filed May 24, 1982 (available for public inspection on May 27, 1982).

COUNT ELEVEN

42. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

43. The defendants have engaged in unconscionable consumer sales practices in violation of R.C. 1345.03(A) and 1345.03(B)(1) by taking advantage of consumer's ignorance. They have done this by passing and graduating, deliberately, Cambridge students the defendants knew or should have known to be ineligible for passing grade or graduation.

COUNT TWELVE

44. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.

45. The defendants have engaged in unfair, deceptive and unconscionable consumer sales practices in violation of R.C. 1345.02(A) and 1345.03(A) by failing to deliver an atmosphere minimally conducive to learning. The defendants have done this by failing to provide adequate building security and by permitting the open use of alcohol and illegal drugs on the school premises.

46. This violates R.C. 3322-09(G).

COUNT THIRTEEN

47. Plaintiff hereby incorporates the allegations contained in paragraphs one through thirteen (1-13) as if fully written here.



consumer sales practices in violation of R.C. 1345.02(A) and 1345.02(B)(1) by representing to consumers that Cambridge offered a Graduate Equivalency Degree program and failing to provide that program when it was requested.

49. This conduct also violates 20 U.S.C. §1091(d)(2) and (d)(3)(B), statutes intended to protect consumers of proprietary school services.

WHEREFORE, the plaintiff demands:

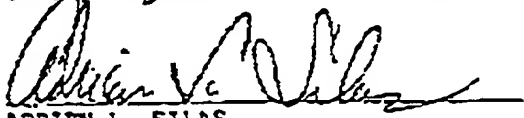
- 1) that the court declare the defendants' acts to be in violation of the Ohio Consumer Sales Practices Act, R.C. §§1345.02 and 1345.03;
- 2) that the court permanently enjoin the defendants and their agents, employees, assigns and all persons acting in concert with them from engaging in the practices set forth in this complaint;
- 3) that the court order the defendants to make restitution to Cambridge students and former Cambridge students whom the defendants have harmed by the conduct set forth in this complaint;
- 4) that the court order the defendants to pay a civil penalty of \$25,000 pursuant to R.C. 1345.07(D) for each violation appropriately punishable by imposition of fine or penalty;
- 5) that the court order the defendants to pay the costs of this action;

- 6) that the court order recovery of the reasonable attorney fees and investigatory costs incurred in bringing this action; and
- 7) that the court order such further relief as justice requires.

Respectfully submitted,

ANTHONY J. CELEBREZZE, JR.  
Attorney General

  
RIC E. SHEFFIELD  
Assistant Attorney General  
Chief, Consumer Frauds & Crimes

  
ADRIEN L. SILAS  
Ohio Sup. Ct. Reg. No. 0012070  
Assistant Attorney General  
Consumer Frauds & Crimes  
State Office Tower - 15th Floor  
30 East Broad Street  
Columbus, Ohio 43266-0410  
(614) 466-8831

COUNSEL FOR PLAINTIFF

JURY DEMAND

The State of Ohio demands a trial by jury on all issues so triable.

#9117C



Attorney General  
Lee Fisher

RECEIVED

'93 MAY 28 P2:37  
May 25, 1993

[Redacted]

House Bank Task Force  
U.S. Department of Justice  
Room 2118 Main  
10th & Constitution Avenue N.W.  
Washington, D.C. 20530-0001

b6  
b7C

Re: State of Ohio, ex rel. Lee Fisher v. Cambridge Technical Institute

Dear Ms. [Redacted]

Enclosed please find the copies of the case(s) you requested from the Attorney General's Consumer Protection Section Public Inspection File. We hope this information will be of assistance to you. If you have additional questions, please feel free to contact our office.

If you are involved with or you become aware of any litigation arising under the Consumer Sales Practices Act (R.C. Section 1345.01 et seq.), the Odometer Rollback and Disclosure Act (R.C. Section 4549.41 et seq.), the Business Opportunity Purchaser's Protection Act (R.C. Section 1334.01 et seq.), the Anti-Pyramid Sales Law (R.C. Section 1333.91 et seq.), the Prepaid Entertainment Contracts Act (R.C. Section 1345.41 et seq.) or the Home Sales Solicitation Act (R.C. Section 1345.21 et seq.), please send our office a copy of all relevant documents. These documents will be incorporated into our Public Inspection File for future reference.

All additional information may be directed to:

Office of the Attorney General  
Consumer Protection Section  
30 East Broad Street, 25th Floor  
Columbus, Ohio 43215  
Attention: Public Inspection Officer

Ms. [REDACTED]  
Page Two  
May 25, 1993

Thank you for your anticipated cooperation.

b6  
b7c

Very truly yours,

LEE FISHER  
Attorney General

[REDACTED]  
Secretary to  
Public Inspection Officer  
Consumer Protection Section  
[REDACTED]



IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

STATE OF OHIO, ex rel.  
LEE FISHER  
ATTORNEY GENERAL  
State Office Bldg., 12th Floor  
615 West Superior Avenue  
Cleveland, Ohio 44113-1899

Plaintiff,

-vs-

CAMBRIDGE TECHNICAL INSTITUTE  
1350 West Third Street  
Cleveland, Ohio 44113

-and

BARRY MARTIN individually and as  
Director of Education  
Cleveland School  
Cambridge Technical Institute  
30 Garfield Place, Suite 840  
Cincinnati, Ohio 45402

-and-

AMY REYNOLDS nka  
AMY REYNOLDS SCHAEFER  
Individually and as  
Admissions Officer  
Cleveland School  
Cambridge Technical Institute  
3629 Windell Road  
Shaker Heights, Ohio 44122

-and-

BARRY JOHNSON Individually and  
as Director of Education  
Cleveland School  
Cambridge Technical Institute  
1350 West Third Street  
Cleveland, Ohio 44113

Defendants.

CASE NO. 155499

JUDGE LILLIAN J. GREENE

JUDGMENT ENTRY AND ORDER



VOL 1370 PG 786

The Complaint in this action having been filed on August 26, 1988 by the Plaintiff, the State of Ohio, by and through its counsel, the Ohio Attorney General; the Defendants having all been properly served and having filed Answers in this action; Plaintiff having requested a pre-trial in this action prior to trial date, and having placed all parties and counsel on notice that Plaintiff would move for judgment against any party not present or represented at said pre-trial; said pre-trial having been scheduled for and held on January 23, 1991, at which time Plaintiff moved for Judgment against Defendant Cambridge Technical Institute and Defendant Barry Martin, this Court having duly considered the foregoing, grants Judgments in favor of Plaintiff against Defendant Cambridge Technical Institute and Defendant Barry Martin, individually and as Director of Education of Cambridge, and does hereby make the following findings of fact and conclusions of law:

FINDINGS OF FACT:

1. Defendant Cambridge Technical Institute (hereinafter "CTI") was a corporation for profit licensed in the State of Ohio under Charter number 645684, as a proprietary school located in Cleveland, Cuyahoga County since March of 1987.

2. Defendant CTI engaged in the solicitation, consummation and effectuation of "consumer transactions" within the meaning of R.C. 1345.01(A) by offering for sale services in the form of training programs in court reporting, custodial

maintenance, data entry, nursing assistance, private security and word processing.

3. Defendant Barry Martin was Director of Education at CTI during the relevant times. He possessed and exercised the authority to establish and implement the policies of CTI. He allowed, caused or ratified the acts set forth in this Complaint.

4. Defendants CTI and Barry Martin (hereinafter "Defendants") located their business in the Commerce Building, across St. Clair Avenue from the Ohio Department of Human Services, and at that welfare office and other strategic places, stalked the poor, the homeless and the unstable, individuals with the least ability to compare the value of one educational experience with that of another and with the least propensity to complain and to be believed about the shocking conditions at Cambridge.

5. The defendants ignored the likelihood that many of the individuals at the strategic places would be illiterate or retarded or emotionally unstable. The defendants recognized the sometimes obvious signs that these individuals did not have the ability to benefit from the programs offered at Cambridge and they attempted to disguise these signs by offering an abbreviated version of an ability test and by allowing the individuals taking the test liberties in the means allowed to pass it which shock the conscience.

6. The defendants confronted individuals at these

strategic places and sent them or walked them directly through the intersection to enroll at Cambridge and to sign for educational loans and grants to be distributed to the defendants through Cambridge.

7. These activities tended to interfere with the counseling services provided for these individuals at welfare offices and probation departments and other places. These counseling services would have facilitated the determination of whether any individual had the ability to benefit from the programs offered at Cambridge.

#### CONCLUSIONS OF LAW

1. This Court has jurisdiction over the subject matter of this case and over the parties hereto.

2. The Consumer Sales Practices Act and Substantive Rules, R.C. 1345.01 et seq and Ohio Administrative Code 109:4-3-01 et seq, and R.C. 3332.09 et seq and Ohio Administrative Code 3332-1-01 et seq regarding proprietary school regulation, and 20 U.S.C. §1091 et seq and 16 C.F.R. §254.4 et seq govern the business practices of the defendants.

3. Plaintiff, State of Ohio, by and through the Attorney General of Ohio, Lee Fisher, is empowered to bring this action by the authority vested in him under R.C. 1345.07 and by virtue of his common law authority to protect the interests of the citizens of the State of Ohio.

4. Defendants are "suppliers", as defined in R.C. 1345.01(C), engaged in the solicitation,



consummation and effectuation of "consumer transactions" as defined in R.C. 1345.01(A).

5. The defendants' act or practice of deliberately recruiting and enrolling individuals both unlikely and least likely to receive substantial benefit from the Cambridge program is an unconscionable sales act or practice which violates R.C. 1345.03(A) and 1345.03(B)(3), Ohio Administrative Code 3332-1-12(C), and 34 C.F.R. §668.4(a)(3)(iii).

6. The defendants' act or practice of enrolling students when defendants knew or should have known at the time the students were enrolled that the contract price was substantially in excess of the price at which similar services were readily available, by recruiting students who were likely to be eligible for vocational training at no charge, is an unconscionable act or practice which violates R.C. 1345.03(A) and 1345.03(B)(2).

7. The defendants' act or practice of taking advantage of consumers' mental infirmities, ignorance, illiteracy and inability to understand the enrollment contract and loan agreement, by enrolling individuals the defendants knew or should have known were retarded or illiterate or unable to understand that they had become indebted, is an unconscionable act or practice which violates Ohio Administrative Code 3332-1-12(B) and R.C. 1345.03(A) and 1345.03(B)(1).

8. The defendants' act or practice of encouraging CTI enrollees to incur indebtedness which the defendants knew or should have known that the students could not repay, is an

unconscionable act or practice which violates R.C. 1345.03(A) and 1345.03(B)(4).

9. The defendants' act or practice of representing to consumers that enrollment would have benefits that it did not have, by representing that students would be paid for attending CTI, when such representation is not true, is an unfair and deceptive act or practice which violates R.C. 1345.02(A), 1345.02(B)(1), 3332.09(F); and 16 C.F.R. §254.4(a)(6) and §254.7(a).

10. The defendants' act or practice of representing to consumers that enrollment in CTI would have benefits that it did not have, by representing the graduates definitely would be placed in jobs, when such representation is not true, is an unfair and deceptive act or practice which violates R.C. 1345.02(A), 1345.02(B)(1) and 3332.09(F).

11. The defendants' act or practice of representing to consumers that enrollment was available for a reason that did not exist, by representing that only those who make an acceptable grade or successfully complete a certain test or examination would be admitted to CTI, when enrollments were not so limited, is an unfair and deceptive act or practice which violates R.C. 1345.02(A) and 1345.02(B)(4); and 16 C.F.R. §254.5(a)(2) and 20 U.S.C. §1091(d)(3)(A).

12. The defendants' act or practice of taking advantage of consumers' inability to protect their interests because of the consumers' ignorance concerning the qualifications of CTI

instructors, by providing instructors who were not qualified by education or experience to teach assigned courses, is an unconscionable act or practice which violates R.C. 1345.03(A), 1345.03(B)(1), 3332.09(I) and Ohio Administrative Code 3332-1-07(I).

13. The defendants' act or practice of failing to provide students with an itemized statement separately stating CTI fees other than tuition is an unfair and deceptive act or practice which violates R.C. 1345.02(A) and Ohio Administrative Code 3332-1-13(D)(1).

14. The defendants' act or practice of permitting or directing CTI canvassers to act as recruiting counselors without registering these canvassers with the State Board of School and College Registration as required by R.C. 3332.10(A) and 3332.09(L), is an unfair and deceptive act or practice which violates R.C. 1345.02(A) and 1345.02(B)(9) as determined by Ohio courts. Brown v. Martz d/b/a Tri-County Landscaping (May 27, 1982), Butler C. P. No. CV-81-11-1152. Said act or practice was committed after such decision was available for public inspection pursuant to R.C. 1345.05(A)(3).

15. The defendants' act or practice of taking advantage of consumers' ignorance by deliberately passing and graduating CTI students the defendants knew or should have known to be ineligible for passing grades or graduation, is an unconscionable act or practice in violation of R.C. 1345.03(A) and 1345.03(B)(1).

16. The defendants' act or practice of failing to deliver an atmosphere minimally conducive to learning, by failing to provide adequate building security and by permitting the open use of alcohol and illegal drugs on the school premises, is an unfair, deceptive and unconscionable act and practice which violates R.C. 3332.09(G), 1345.02(A) and 1345.03(A).

17. The defendants' act or practice of representing to consumers that CTI offered a Graduate Equivalency Degree program and failing to provide that program when it was requested, is an unfair and deceptive act and practice which violates R.C. 1345.02(A) and 1345.02(B)(1); and 20 U.S.C. §1091(d)(2) and §1091(d)(3)(B).

#### DECISION AND ORDER

It is hereby ORDERED, ADJUDGED and DECREED that:

A) Defendant CTI and Defendant Barry Martin, individually and as Director of Education of CTI, under these or any other names, their agents, servants, representatives, salespersons, employees, and all persons acting in concert and participation with them, directly or indirectly, in connection with any consumer transaction, is hereby permanently enjoined from engaging in unfair, deceptive and unconscionable acts or practices in violation of Ohio Revised Code Section 1345.02(A) or 1345.03(A), including, but not limited to:

1) Recruiting and enrolling individuals unlikely to receive substantial benefit from the consumer transaction.

2) Enrolling students when defendants know or should know that the contract price is substantially in excess of the price at which similar services are readily available.

3) Taking advantage of consumers' mental infirmities, ignorance, illiteracy or inability to understand indebtedness or the language of a contract or an agreement.

4) Encouraging consumers to incur indebtedness which the defendants know or should know that the consumers cannot repay.

5) Representing to consumers that a transaction has benefits that it does not have.

6) Representing to consumers that a good or service is available for a reason that does not exist.

7) Failing to provide consumers with an itemized statement of fees.

8) Soliciting consumer transactions without meeting license or registration requirements.

9) Failing to provide consumers with an atmosphere minimally conducive to learning in a school setting, including but not limited to, failing to provide adequate

building security, or allowing the open use of alcohol or illegal drugs on school premises.

10) Representing to consumers that a school offers a Graduate Equivalency Degree program and failing to provide that program when subsequently requested.

B) IT IS FURTHER ORDERED that Judgment is hereby granted to the Plaintiff and against Defendants CTI and Barry Martin, irrespective of possible future judgments against remaining defendants, as follows:

1) A monetary award in the amount of Eighty-Four Thousand, Eight Hundred and Seventy Dollars and Seven Cents (\$84,870.07), assessed jointly and severally against Defendants, for the purpose of providing restitution in the amounts indicated to each of the consumers listed in Addendum A. Defendants shall make such payment to Plaintiff by delivering to Plaintiff's counsel a certified check made payable to the "Ohio Attorney General" within fourteen (14) days of the entry of this Decision and Order. Restitution which cannot be distributed to consumers shall be deposited in the Consumer Protection

Education Fund created by R.C. 1345.51. Defendant CTI shall not accept new students until such restitution is made.

2) Separate civil penalties of Twenty-Five Thousand Dollars (\$25,000.00) assessed against each Defendant for each of the thirteen counts of Plaintiff's Complaint pursuant to R.C. 1345.07(D), totalling Three Hundred Twenty-Five Thousand Dollars (\$325,000.00) for each Defendant, such amount to be distributed in accordance with R.C. 1345.07(G).

Attorneys' fees and investigative costs incurred in the prosecution of this action totalling Twenty Thousand Dollars (\$20,000.00) assessed jointly and severally against Defendants.

Defendants shall make such payment to Plaintiff by delivering to Plaintiff's counsel a certified check made payable to the "Ohio Attorney General" within fourteen (14) days of the entry of this Decision and Order.

C) IT IS FURTHER ORDERED that:

1) Defendants provide full restitution to all consumers who hereinafter file

complaints with the Defendants or the Ohio Attorney General regarding the violations found herein within thirty (30) days after Defendants' receipt of each complaint.

2) Defendants and their successors or assigns, under the names presently used, or any other names, shall maintain in their possession and control for a period of five (5) years all business records relating to Defendants' compliance with the terms of this Judgment Entry and shall permit the Ohio Attorney General or his representative, upon twenty-four (24) hour notice, to inspect and/or copy any and all of such records during normal business hours and further shall provide, upon twenty-four (24) hour notice, copies of such records at Defendants' expense to the Ohio Attorney General's offices upon request of the Ohio Attorney General or his representative.

3) Defendants shall notify all of their officers, partners, agents, servants, representatives, salespersons, employees, successors and assigns of the entry of this Judgment and the terms and conditions contained herein.



4) Defendants shall not represent, directly or indirectly, or in any way whatsoever, that the Court or the Ohio Attorney General has sanctioned, condoned, or approved any part or aspect of the Defendants' business operations, unless written authorization is obtained from the Ohio Attorney General or the Court, and then only to the extent of such written authorization.

D) IT IS FURTHER ORDERED that in the event the Ohio Attorney General must initiate legal action or incur any costs to recover and/or collect any sums due pursuant to this Judgment Entry or to compel Defendants to abide by the Order contained herein, Defendants shall be liable to the Ohio Attorney General for any such costs, including, but not limited to, a reasonable sum for attorney fees.

E) IT IS FURTHER ORDERED that Defendants shall pay the costs of this action.

F) Nothing contained herein shall exempt Defendants from compliance with the laws of the State of Ohio or preclude investigation by the Ohio Attorney General.

G) This Court shall retain jurisdiction over the parties and the subject matter of this action in order to effectuate the provisions of this Judgment.

There being no just reason for delay.

IT IS SO ORDERED.

5/1/91  
Date

Lillian J. Greene  
JUDGE LILLIAN J. GREENE

APPROVED:

LEE FISHER  
ATTORNEY GENERAL OF OHIO

DIANNE GOSS PAYNTER  
Assistant Attorney General  
Chief, Consumer Protection Div.

Thomas D. McGuire  
THOMAS D. MCGUIRE  
Assistant Attorney General  
Ohio Supreme Court #0007121  
State Office Bldg., 12th Fl.  
615 West Superior Avenue  
Cleveland, Ohio 44113-1899  
(216) 787-3030

Counsel for Plaintiff

0692C

RECEIVED FOR FILING

MAY 03 1991

GERALD E. FUERST, CLERK  
BY [Signature] DEPUTY

THE STATE OF OHIO Cuyahoga County	} ss	I, GERALD E. FUERST, CLERK OF THE COURT OF COMMON PLEAS WITHIN AND FOR SAID COUNTY,
HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS TRULY TAKEN AND COPIED FROM THE ORIGINAL <u>Vol 1370 PG 799</u> <u>dated May 3, 1991</u>		
NOW ON FILE IN MY OFFICE.		
WITNESS MY HAND AND SEAL OF SAID COURT THIS <u>22nd</u> DAY OF <u>May</u> A.D. 199 <u>1</u>		
GERALD E. FUERST, Clerk		
By <u>[Signature]</u>		Deputy

CERTIFICATE OF SERVICE

A copy of the foregoing proposed Judgment Entry and Order  
has been sent via United States Mail, postage prepaid, to:

Cambridge Technical Institute  
30 Garfield Place, Suite 840  
Cincinnati, Ohio 45202

Barry Johnson  
745 North Garland  
Youngstown, Ohio 44506

Barry Martin  
1266 Reedsdale Road  
Beaver Creek, Ohio 45432

Amy Reynolds (Schaefer)  
18939 Fairmont Boulevard  
Shaker Heights, Ohio 44118

on this 30<sup>th</sup> day of April, 1991.

Thomas D. McGuire  
THOMAS D. MCGUIRE  
Assistant Attorney General

0692C

VOL 1370PC803

ADDENDUM "A"

CAMBRIDGE TECHNICAL INSTITUTE

<u>CONSUMER</u>	<u>RESTITUTION</u>
John J. Garman 2500 East 61st St., Apt. 525E Cleveland, Ohio 44104 263-88-8527	\$3,300.00
Selena R. Howard 4145 East 94th Street Cleveland, Ohio 44115 286-60-0930	2,625.00
Anita Jackson 3613 Division, #530 Cleveland, Ohio 44110 240-50-2328	1,200.00
Patricia A. Stanley 6204 Lawn Avenue Cleveland, Ohio 44102 276-70-3053	3,300.00
Paula Parks 1734 Chapman #4 Cleveland, Ohio 44112 277-72-5200	3,300.00
Larry McCory 9826 Sophia Cleveland, Ohio 44104	3,300.00
Linda C. Robinson 1794 Crawford, #5 Cleveland, Ohio 44106 287-52-2118	unknown
Lawrence B. Scott 1115 East 76th Street Cleveland, Ohio 44103 285-66-6678	3,300.00
Fleurett B. Shealey 2255 Hamilton Cleveland, Ohio 44114 276-44-8792	3,300.00

VOL 1370PC800

Robert L. Barney Jr. 2521 West 5th Street, Apt. D Cleveland, Ohio 44113 363-40-5480	\$3,300.00
Todd G. Lowe 8011 Cory Cleveland, Ohio 44103 273-72-7870	3,300.00
Marvin L. Mylan 9808 Kennedy Avenue Cleveland, Ohio 44104 300-66-4175	3,300.00
Lawrence Owens 2544 East 86th Street Cleveland, Ohio 44104 269-42-0070	3,300.00
Albert Parker Jr. 11706 Cromwell Cleveland, Ohio 44120 286-56-0226	3,300.00
Catherine Sherrod 1737 Shaw East Cleveland, Ohio 44112 270-66-0645	3,300.00
Gail P. Smiley 2615 Division Avenue Cleveland, Ohio 44113 294-32-7549	4,225.00
Eddie Williams 3861 Lee Heights Boulevard Cleveland, Ohio 44128 272-34-8248	3,300.00
Roxanna Wade 1852 East 101st Street Cleveland, Ohio 44106 300-70-3881	1,200.00
Cornell Yancey 2416 St. Clair Avenue Cleveland, Ohio 44114 236-84-1627	3,245.00

Cynthia Bias 370 Brenda Drive Mansfield, Ohio 44907 292-52-9271	unknown
Sabrina L. Broadnax 1407 East 81st Street Cleveland, Ohio 44103 389-76-8278	3,300.00
Earlene Crisp 1334 Ansel Road Cleveland, Ohio 44106 288-46-2931	3,300.00
Doris M. DeVaul 9719 Loan Court Cleveland, Ohio 44106 272-64-4305	4,725.69
Sylvesta Fells 1762 Delmont, #4 East Cleveland, Ohio 44112 417-48-0319	3,300.00
Marvin Goins 408 St. Clair, N.W. Cleveland, Ohio 44113 285-40-0225	3,300.00
Charlie Mae Hubbard 13614 Darley Avenue Cleveland, Ohio 44110 300-52-3722	3,300.00
Andrew Johnson 2187 West 32rd Street Cleveland, Ohio 44113 299-54-5629	2,625.00
Barbara J. Knight 9313 Dunlop (down) Cleveland, Ohio 44105 297-52-2078	3,300.00
Barbara J. Martin 2016 West 105th Street Cleveland, Ohio 44102 249-62-6767	1,024.38
Celeste Garrett 13130 Forest Hills Avenue East Cleveland, Ohio 44112	1,300.00

VOL 1370 PG 802

46A-WF-179870-Sub UU

*CSB* CSB:csb  
1.

The following investigation was conducted by Special Agent (SA) [ ] on June 21, 1993:

Contact with [ ] Section Chief,  
Institutional Review Branch, United States Department of  
Education, Chicago, Illinois, telephone [ ] or (312) [ ]  
[ ] reflected the following:

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Her office started its audit of Cambridge Technical Institute on Tuesday, August 21, 1990. On Monday, August 20, 1990, she and members of her staff had met with officials of the Legal Aid Society in Cincinnati, Ohio, who were engaged in a lawsuit against Cambridge. The audit was unannounced, with no advance notice being given to Cambridge or its employees.

46A-WF-179870 Sub UU-25

# Memorandum



To : SAC, WMFO (46A-WF-179870 SUB UU) (P) Date 6/25/93

From : SA [redacted] (C-9)

Subject: BIG BOUNCE;  
MAJOR CASE #55  
OO: WMFO

For administrative purposes it is requested that this subfile be re-assigned to SA [redacted]

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① - WMFO (46A-WF-179870 SUB UU)  
BRFK:rfk  
(1)

*Reassign 6/21/93*  
*SA [redacted]*  
*6-29-93*  
*gdy*

46A-WF-179870 - SUB UU 26

SEARCHED	INDEXED
SERIALIZED	FILED
FBI - WICHITA METRO FIELD OFFICE	

[redacted]



- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/30/93

[redacted] date of birth (DOB) [redacted]  
[redacted] Social Security Account Number (SSAN) [redacted]  
[redacted] Cincinnati, Ohio, telephone [redacted] was  
interviewed at the United States Department of Justice (USDOJ),  
10th and Constitution Avenue, Washington, D.C. Present at this  
interview were [redacted] Chief/Special Assistant United  
States Attorney (AUSA), USDOJ, [redacted] Senior  
Counsel, USDOJ, and Special Agents (SAs) [redacted] and  
[redacted], Federal Bureau of Investigation (FBI).

①  
C/B  
7/1/93

[redacted] was advised of the identities of all those  
present at the interview as well as the fact that he was  
considered a witness and not a subject or a target of the  
investigation. [redacted] had previously been interviewed by  
SA [redacted], FBI, Cincinnati on three occasions  
in February and May, 1991. During the last two interviews  
[redacted] was represented by his counsel, [redacted] and/or  
[redacted] Cincinnati, Ohio. [redacted] was asked if he wished  
to be interviewed without the presence of his counsel, to  
which he responded "yes". He thereafter provided the  
following information:

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[redacted]  
[redacted] This occurred after HENRY WHITESELL was murdered  
and CTI became defunct. Boheckers was owned by [redacted]  
and had campuses in Covington, Kentucky and northern Ohio.

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Investigation on 6/29-30/93 at Washington, D.C. File # 46A-WF-179870-SUB UU  
by SAs [redacted] & [redacted] \CSB:csb Date dictated 6/30/93

46A-WF-179870

Continuation of FD-302 of [REDACTED], On 6/29-30/93, Page 2

[REDACTED] Director of Admissions, [REDACTED] [REDACTED] falsified CTI records, changing student's test scores from failing to passing, after receiving orders from WHITESELL in the Spring of 1990 that every student was to obtain a passing grade on the entrance examination. He initially told the administrators of the test to change test scores to passing, but later told them not to. He stated [REDACTED] who worked in Admissions, told him he would quit rather than change the scores.

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[REDACTED] CTI, recruiters were sent out into the streets to recruit students from welfare and food stamp lines and soup kitchens.

[REDACTED] stated he was recruited to work at CTI by HENRY WHITESELL, the owner of CTI. [REDACTED]

[REDACTED] WHITESELL was the Director of Southern Ohio's Technical College. He believes WHITESELL held the controlling financial interest in CTI, with [REDACTED] having a smaller interest.

[REDACTED] HENRY WHITESELL

[REDACTED] He believes WHITESELL and [REDACTED] met when they were both employed at South Western College in Ohio.

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[REDACTED] described HENRY WHITESELL as outgoing, friendly and fun, however, stated behind the scenes he was a ruthless businessman. He stated that WHITESELL was always nice to him but was told by other employees with whom he had lost his temper, that he could be very nasty. He described [REDACTED] as a "little autocrat" who was rude, hard-nosed and denigrated people. He believes that WHITESELL made the final decisions regarding CTI and considered him a "risk taker". He believes WHITESELL and [REDACTED] had differences of opinion regarding the way admissions at CTI were being handled, however, stated as long as things were running smoothly at CTI the two seemed to get along well. When CTI began to have problems in 1990, the two did not appear to be getting along.

46A-WF-179870

Continuation of FD-302 of [REDACTED], On 6/29-30/93, Page 3

When the USDOED audit of Cambridge was going on, [REDACTED] told him that WHITESELL was ordering too much money through Pell grants. He stated he [REDACTED] had reduced his salary because WHITESELL told him the money had ceased coming in. [REDACTED] later found this to be untrue and stated he had lost trust in WHITESELL. [REDACTED] also stated that WHITESELL had obtained a \$90,000 loan and used this money to redecorate his kitchen. [REDACTED] stated he was shocked by what [REDACTED] told him about WHITESELL, and found it hard to believe that WHITESELL would steal money from school funds.

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He stated WHITESELL was murdered on a Sunday evening, and the following morning he was supposed to meet WHITESELL for a meeting. He went to CTI's corporate offices in Cincinnati where he was supposed to meet WHITESELL. When WHITESELL did not show up, he drove up to CTI's Dayton campus. He had heard on the radio that an individual driving a black Mercedes had been found shot and killed at a nearby airport. When he arrived at the Dayton campus, [REDACTED] told him of WHITESELL's murder and asked him to contact [REDACTED] HENRY's son, who was the Director of Education at CTI's Cincinnati campus, and have him call her. After [REDACTED] was notified that his father was murdered, he [REDACTED] picked up [REDACTED] and drove him to the Dayton campus.

On this same day, [REDACTED] stated [REDACTED]

[REDACTED]

[REDACTED] stated that the title to the black Mercedes which WHITESELL was driving at the time of his death was in [REDACTED] name, as WHITESELL had transferred the title from CTI to [REDACTED]. After his death, WHITESELL's widow and son, [REDACTED] both contacted [REDACTED] about obtaining the black Mercedes. He told them that he did not consider the car [REDACTED] that they could have it. He stated he last spoke to [REDACTED] in approximately June, 1991.

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[REDACTED] advised that when WHITESELL was murdered, he thought it may have been as a result of his gambling

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 6/29-30/93, Page 4

activities. He also heard that WHITESELL was involved with drugs, but has no first-hand knowledge of same. He stated one of the recruiters at CTI, \_\_\_\_\_ last name unknown (LNU), was supposed to be both a user and dealer of cocaine, and WHITESELL always seemed to treat him well and lent him money. \_\_\_\_\_ stated that he would not be shocked if he found out that \_\_\_\_\_ was connected with WHITESELL's murder and stated that several former members of CTI believed that \_\_\_\_\_ may have had something to do with WHITESELL's murder.

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\_\_\_\_\_ stated that he had met \_\_\_\_\_ brother, \_\_\_\_\_ when he visited the Cincinnati office of CTI. \_\_\_\_\_ told him that \_\_\_\_\_ had strong-armed some people with whom he \_\_\_\_\_ had business dealings. He added that \_\_\_\_\_ told him that he \_\_\_\_\_ always carried a gun in his briefcase, although \_\_\_\_\_ could not recall if he ever saw \_\_\_\_\_ gun.

He stated the USDOED appeared unannounced at the Dayton campus of CTI in 1990 to conduct their audit. WHITESELL and \_\_\_\_\_ were very nervous about the audit as CTI's records regarding financial aid were not being properly maintained. \_\_\_\_\_ stated that WHITESELL kept students enrolled at CTI that should not have been there because of poor performance or failure to attend. WHITESELL asked \_\_\_\_\_ himself and other CTI employees to come into the corporate offices to try to organize CTI's records before the auditors looked at them. They worked 24 hours straight one day on this project. \_\_\_\_\_ one of \_\_\_\_\_ staff, later stated he felt like a criminal because they had changed records. On another occasion, \_\_\_\_\_ told him \_\_\_\_\_ that WHITESELL had asked him \_\_\_\_\_ to alter some of CTI's records and he told WHITESELL that he had altered the records when he had not. \_\_\_\_\_ also advised him that he had gone to the FBI to report WHITESELL's illegal activities in connection with CTI.

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\_\_\_\_\_ advised he has never met former Congressman DONALD "BUZ" LUKENS, however, understood \_\_\_\_\_ to be close friends with LUKENS, both of them being from Middletown, Ohio. He believes WHITESELL only knew LUKENS through \_\_\_\_\_

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Continuation of FD-302 of [REDACTED], On 6/29-30/93, Page 5

WHITESELL and [REDACTED] were extremely worried about the outcome of the Legal Aid suit and USDOED audit and were trying to do anything they could to stop them. On one occasion after the start of the Legal Aid suit against CTI, [REDACTED] spoke to WHITESELL in his presence about LUKENS's ability to stop the suit if he (LUKENS) was reelected. This conversation took place in the lobby of CTI's corporate headquarters in downtown Cincinnati. [REDACTED] told WHITESELL, if elected, LUKENS stated he would be able to stop the suit, however, would need a sizeable amount of money, between \$10,000-\$20,000, up front. WHITESELL asked [REDACTED] what the chances of LUKENS being reelected were. [REDACTED] stated he did not know, however, [REDACTED] subsequently received the impression that LUKENS had been paid and knew [REDACTED] had received several telephone calls from LUKENS at CTI after this conversation took place. After WHITESELL's death, when he was working for [REDACTED] at Bohecker's, [REDACTED] stated he asked [REDACTED] if LUKENS had been able to do anything in connection with the suit or audit. [REDACTED] indicated that LUKENS had not been successful.

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On another occasion, [REDACTED] indicated to him that he had a contact in Washington, D.C., possibly at the USDOJ, that might be able to help stop the suit. He never heard the name of this person but believes it could have been a contact through [REDACTED] attorney or the person who referred [REDACTED] to his attorney. He does not know whether this person was ever contacted.

On another occasion after the start of the Legal Aid suit, he [REDACTED] WHITESELL and [REDACTED] travelled to the Cleveland campus of CTI. WHITESELL told [REDACTED] that he considered most of CTI's problems to stem from the way business was conducted at the Cleveland campus. After stopping at Cleveland, they headed on to Columbus, Ohio, where they met with [REDACTED] the State auditor. [REDACTED] believes that WHITESELL had contributed toward [REDACTED] campaign to be elected as State auditor. The purpose of this meeting was to discuss WHITESELL's need to find some new banks from which to obtain student loans. One of [REDACTED] aides, whom [REDACTED] knew, brought over the Vice President of one of the banks in Columbus, Ohio, to meet with them and discuss the possibility of conducting business with his bank.

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46A-WF-179870

Continuation of FD-302 of [REDACTED], On 6/29-30/93, Page 6

[REDACTED] stated that WHITESELL and [REDACTED] had a lot of Democratic contacts and felt that if the Republicans were elected "they would be out".

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[REDACTED]

He last saw [REDACTED] in early March, 1991, after he had been contacted by SA [REDACTED] of the Cincinnati office of the FBI. He stated that he told [REDACTED] about this contact and [REDACTED] told him to "tell the truth" and to keep him informed about the nature of the meeting with SA [REDACTED]. He advised that upon obtaining an attorney, his attorney told him to have no further contact with [REDACTED]. When [REDACTED] contacted him, he told [REDACTED] that, on the advice of his attorney, he could not speak to him and that they should have no further contact. [REDACTED] advised that [REDACTED] seemed upset at him. He was later contacted by [REDACTED] another Cambridge employee, who told him that [REDACTED] thought he [REDACTED] was being disloyal to [REDACTED]. He last knew [REDACTED] to be living with [REDACTED] an employee of CTI, having been separated or divorced from his wife, [REDACTED] and running the Bohecker's campus at Ravenna in northern Ohio.

[REDACTED] stated that [REDACTED] owned the building that housed Bohecker's in Middletown, Ohio. This building was used to run the security program which trained individuals to be security guards. He does not know how much rent [REDACTED] would have been compensated by the school for the use of this facility.

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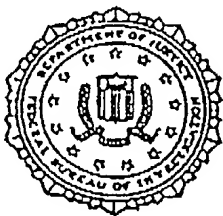
[REDACTED] stated that, at the request of his attorney, during the time period he was interviewed by SA [REDACTED] he wrote down a summary of the events that happened at CTI as best he

46A-WF-179870

Continuation of FD-302 of , On 6/29-30/93, Page 7

could recall. He believes these notes were turned over to SA  by his attorney. He will request a copy of these notes from his attorney and provide them to the interviewing agents.

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FBI FACSIMILE  
COVERSHEET

## CLASSIFICATION

## PRECEDENCE

- ☐ Immediate  
☐ Priority  
☒ Routine

- ☐ Top Secret  
☐ Secret  
☐ Confidential  
☐ Sensitive  
☒ Unclassified

Time Transmitted:

**Sender's Initials:**

Number of Pages:

TO: U.S. DEPARTMENT OF JUSTICE  
(Name of Office)

Date: 7/7/93

Facsimile number: 202-514-9412

Атлн:

【参考文献】

Room

Telephone No.)

**From:**

5A

(כחלק מן המסמך)

**Subject:**

SUBPOENAS FOR

RF

陳

DONALD LUKENS

# INVESTIGATION

**Special Handling Instructions:**

PROVIDE ASAP TO

Originator's Name:

SA

Telephone

**Originator's Facsimile Number:**

202-324-6426

**Approved:**

~~DB/ME~~

FBVDOJ

46A-WF-179870 SUB UU

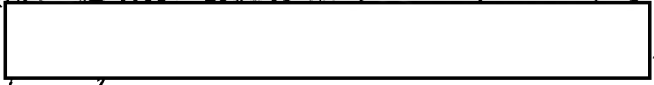
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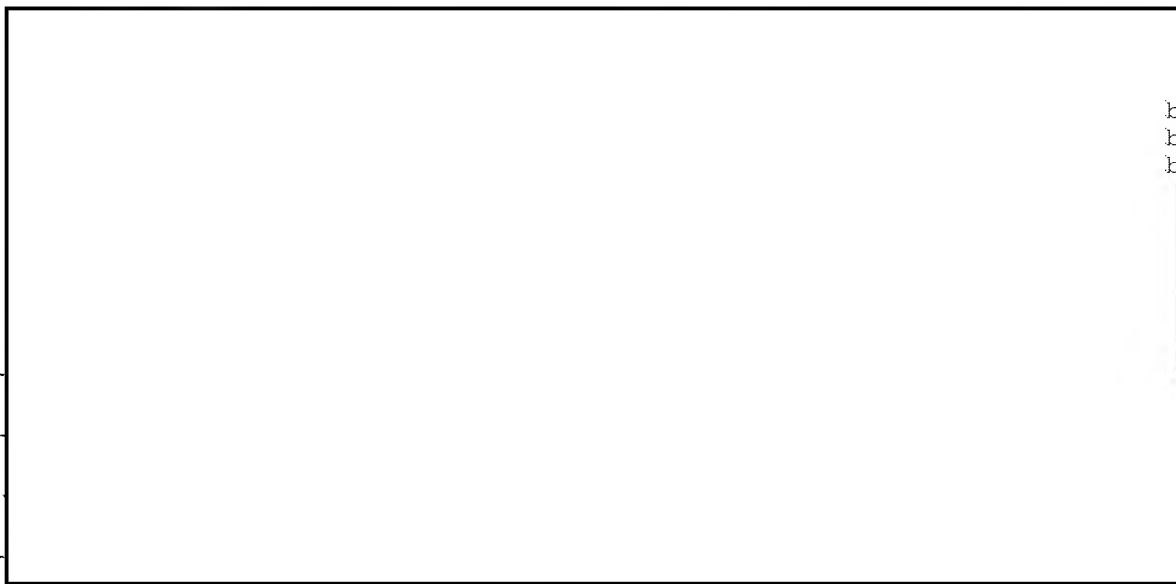
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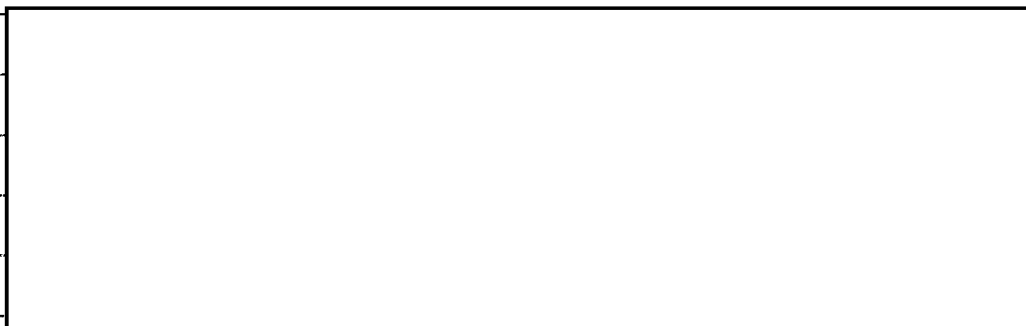
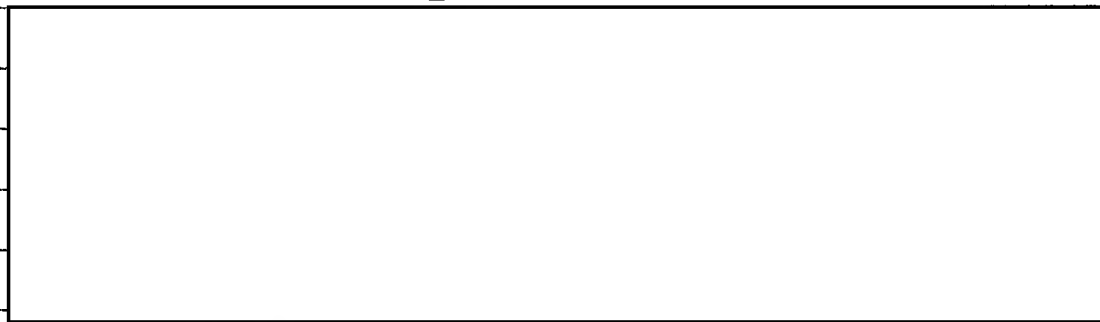


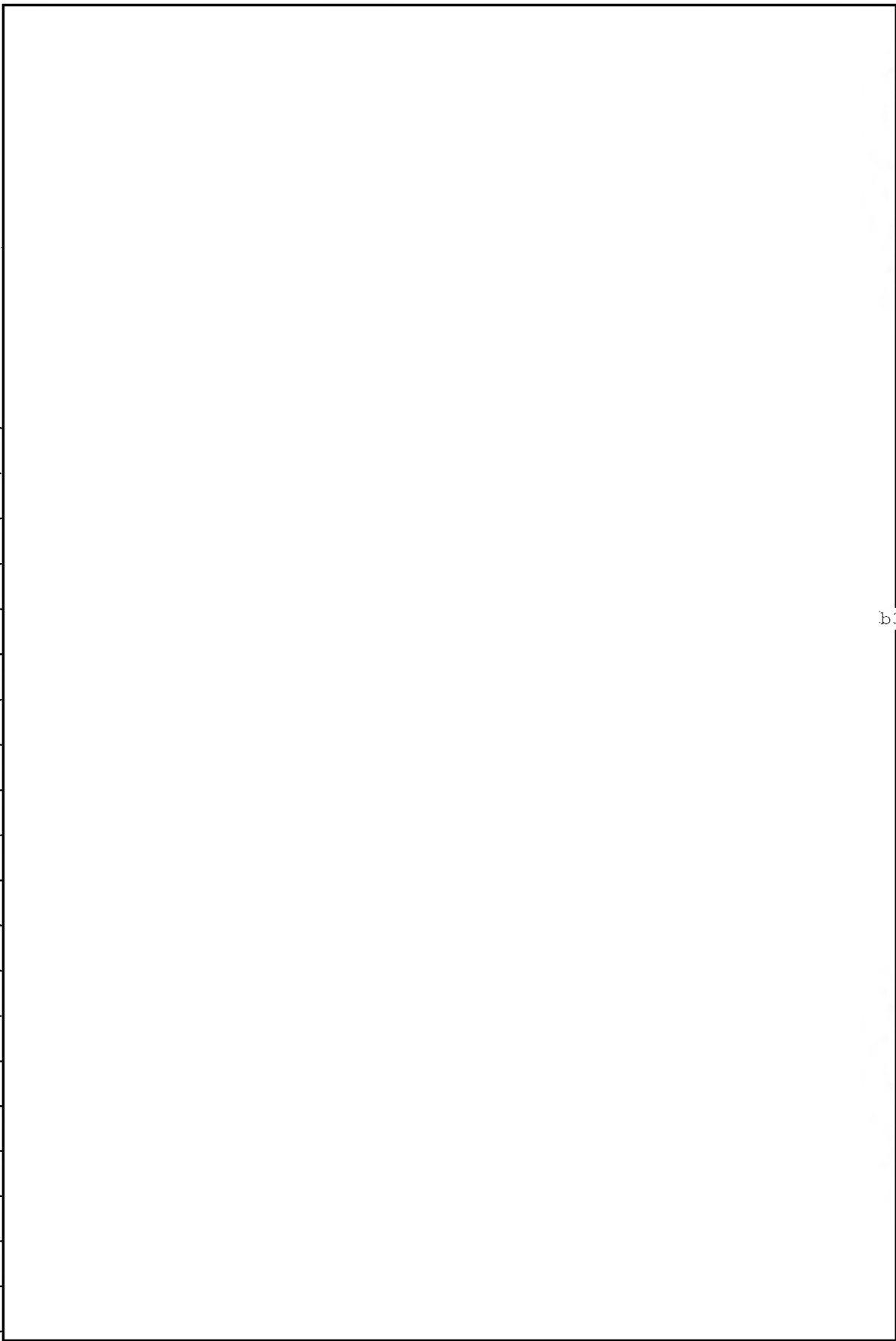
The below-listed Grand Jury subpoenas  
should be issued for   
pursuant to the Lukens' case:

①



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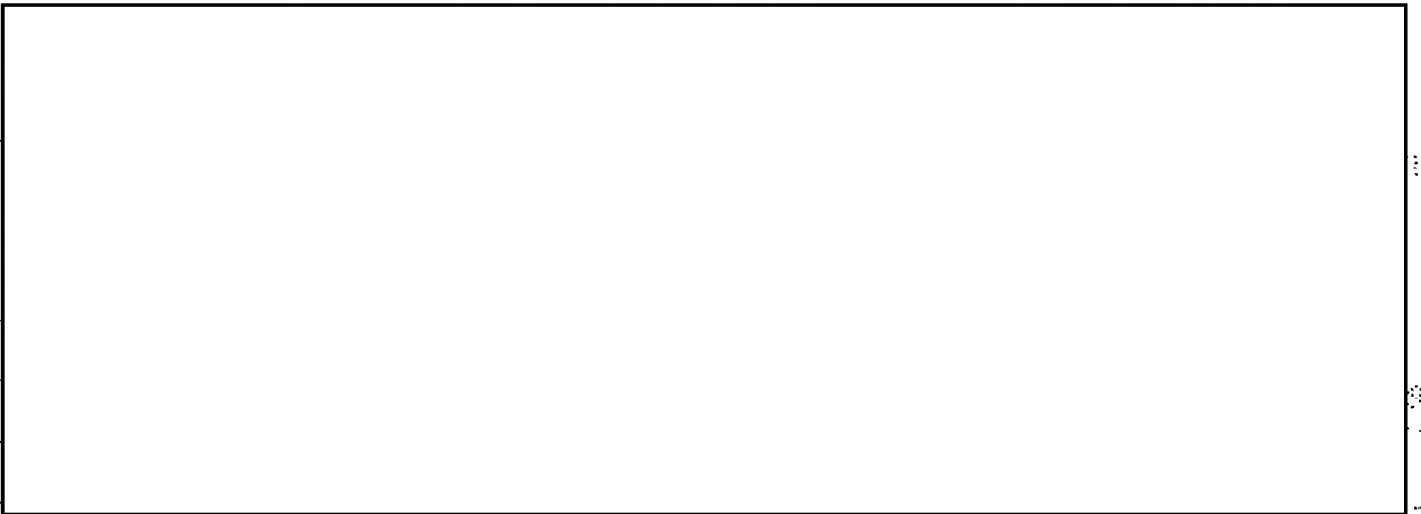
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b3

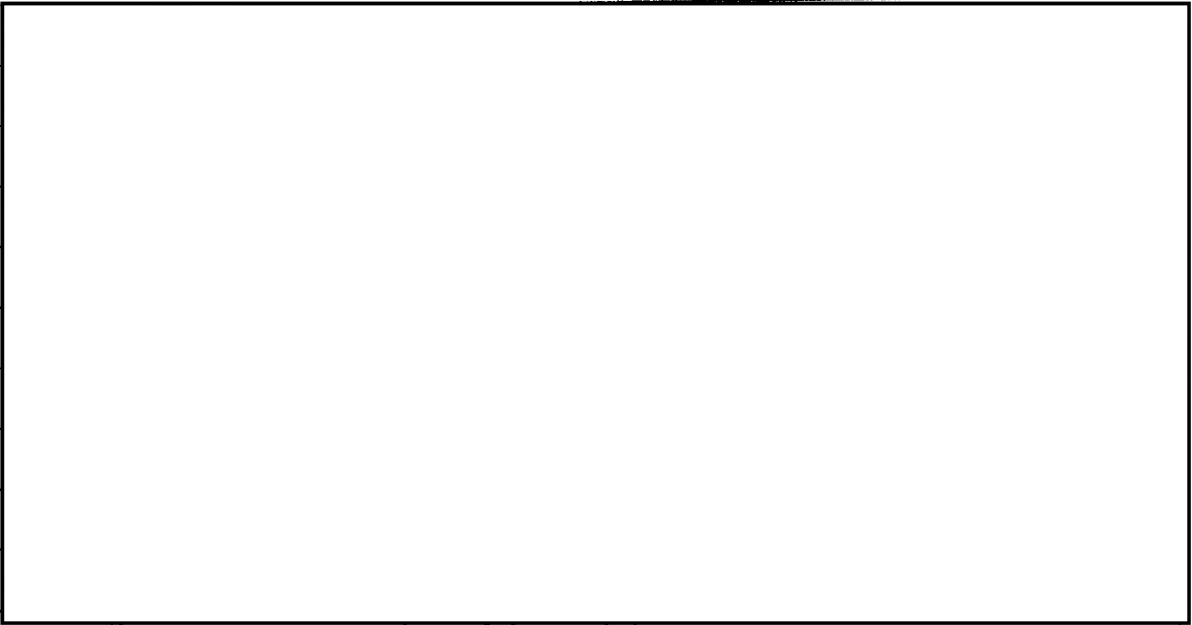


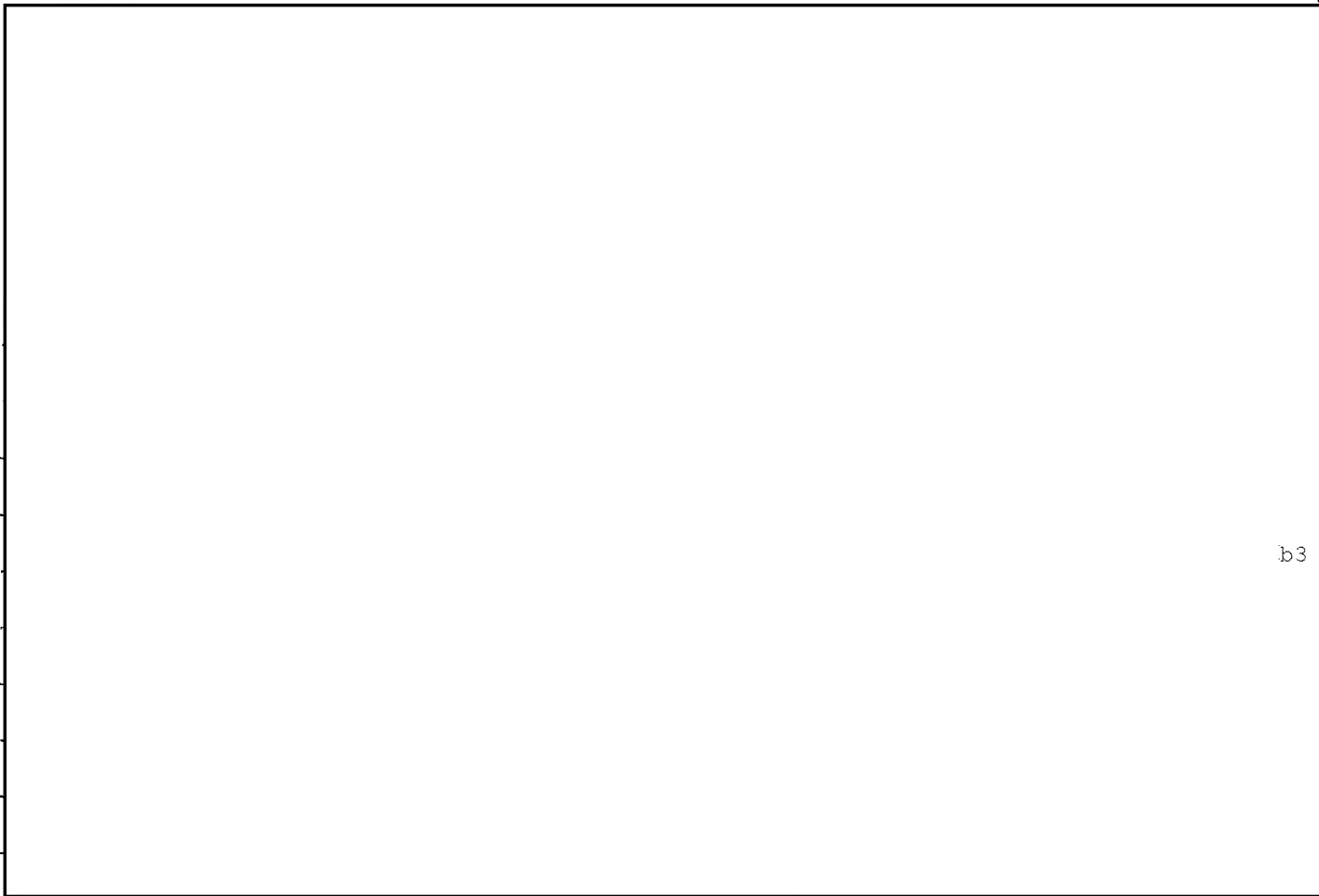
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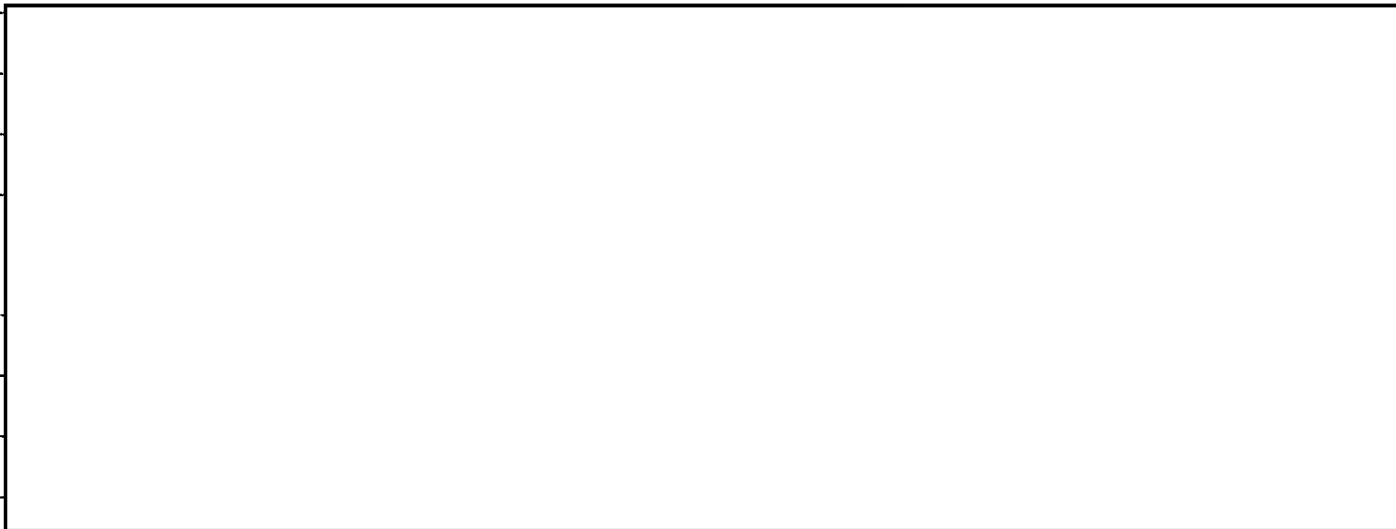
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*Handwritten text, possibly a signature or date, located below the middle redacted area.*



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If you have questions about this  
info. or need additional info, please  
call me at [REDACTED] or page  
me at [REDACTED] [REDACTED]

FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 7/2/93

TO : SAC, WMFO (46A-WF-179870-SUB UU) (C9)  
 FROM : SAC, CLEVELAND (46A-WF-179870 SUB UU) (ARA) (P)  
 SUBJECT : BIG BOUNCE;  
 MAJOR CASE #55  
 FAG;  
 OO: WMFO

Reference WMFO airtels to Cleveland, dated 4/7/93 and 4/16/93, and telcal of SA [redacted] Cleveland, with SA [redacted] WMFO, on 7/2/93.

Leads set out in referenced communications will continue to be held in abeyance, based on referenced conversation. Cleveland Division will continue to coordinate with WMFO and the Cincinnati Division for the simultaneous interview of DONALD E. LUKENS and [redacted]

SAC, Cleveland concurs with SAC, WMFO for the proposed travel of a WMFO agent to the Cleveland Division in order to participate in the interview of [redacted]. Coordination of travel should be conducted with SA [redacted] telephone [redacted]

- ③ - WMFO  
 (Attn: SA [redacted] Squad C-9)  
 1 - Cincinnati (INFO)  
 (Attn: SA [redacted] Squad 3)  
 2 - Cleveland  
 JRG:lc  
 (6)

46A-WF-179870-29

SEARCHED	INDEXED
SERIALIZED	FILED
JUL 09 1993	
FBI - WASH. FIELD OFFICE	

29

Approved: \_\_\_\_\_ Transmitted \_\_\_\_\_ (Number) (Time) Per \_\_\_\_\_



# Memorandum



To : SAC (46A-WF-179870-Sub UU) (P)

Date 7/20/93

From : SA [redacted] (C-14)

Subject: BIG BOUNCE;  
MC #55;  
FAG;  
(OO:WMFO)

*(Handwritten: 7/20/93)*  
b6  
b7C

Attached hereto are copies of four checks payable to [redacted] drawn on the checking account of Boheckers Business College's Corporate Account No. 042000314, 30 Garfield Place, Suite 840, Cincinnati, Ohio. These checks were provided to the writer by [redacted] Senior Counsel, USDOJ, House Bank Task Force who received them from SA [redacted] [redacted] FBI, Cincinnati.

① - 46A-WF-179870-Sub UU

CSB:csb

(1)

46A-WF-179870 uu  
-30  
*(Handwritten initials)*

*(Handwritten mark)*

**BOHECKERS BUSINESS COLLEGE**CORPORATE ACCOUNT  
30 GARFIELD PL, SUITE 840  
CINCINNATI, OH 45202

5283

13-31  
420

MAY 24 19 90

PAY  
TO THE  
ORDER OF

\$ 5,000.00

FIVE THOUSAND AND NO/100'S DOLLARS

**THE FIFTH THIRD BANK**FIFTH THIRD BANKING CENTER  
38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45202

FOR RENT 5/1/90 TO 5/31/90

⑈005283⑈ ⑆042000314⑆

710⑈41870⑈ ⑆0000500000⑆

**BOHECKERS BUSINESS COLLEGE**CORPORATE ACCOUNT  
30 GARFIELD PL, SUITE 840  
CINCINNATI, OH 45202

5282

13-31  
420

MAY 24 19 90

PAY  
TO THE  
ORDER OF

\$ 1,500.00

FIFTEEN HUNDRED AND NO/100'S DOLLARS

**THE FIFTH THIRD BANK**FIFTH THIRD BANKING CENTER  
38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45202

FOR BALANCE MARCH RENT

⑈005282⑈ ⑆042000314⑆

710⑈41870⑈ ⑆0000150000⑆

**BOHECKERS BUSINESS COLLEGE**CORPORATE ACCOUNT  
30 GARFIELD PL, SUITE 840  
CINCINNATI, OH 45202

4684

13-31  
420

MARCH 9 19 90

PAY  
TO THE  
ORDER OF

\$ 0.00

SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100

DOLLARS

**THE FIFTH THIRD BANK**FIFTH THIRD BANKING CENTER  
38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45202

FOR RENT EXPENSE

⑈004684⑈ ⑆042000314⑆

710⑈41870⑈ ⑆0000750000⑆

**BOHECKERS BUSINESS COLLEGE**CORPORATE ACCOUNT  
30 GARFIELD PL, SUITE 840  
CINCINNATI, OH 45202

4689

13-31  
420

MARCH 9 90 19

PAY  
TO THE  
ORDER OF

\$ 1219.09

ONE THOUSAND TWO HUNDRED NINETEEN AND 09/100

DOLLARS

**THE FIFTH THIRD BANK**FIFTH THIRD BANKING CENTER  
38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45202

EXP REIMB

FOR

⑈004689⑈ ⑆042000314⑆

710⑈41870⑈

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St Paul MN 55101  
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CENTRAL TRUST CO. N.Y.  
318 WALL STREET  
CHICAGO, ILL. 45362  
613-651-7862

MY 90 27  
FIFTH THIRD BANK  
CINCINNATI, OHIO

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310 RACE STREET  
GREENSBORO, NC 27402  
(312) 451-7003

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1991: 158; 1993: 27, 1997: 5, 1998: 10

SA [redacted]

U.S. DEPARTMENT OF JUSTICE

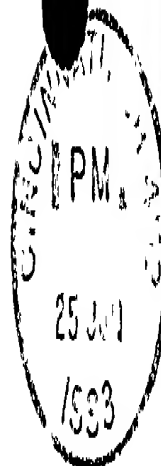
FEDERAL BUREAU OF INVESTIGATION

P.O. BOX 1277

CINCINNATI, OHIO 45201

OFFICIAL BUSINESS

PENALTY FOR PRIVATE USE, \$300



POSTAGE AND FEES PAID

FEDERAL BUREAU  
OF INVESTIGATION

JUS-432

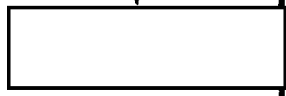


House Bank Task Force  
US Department of Justice, Rm 2118 Main  
10th + Constitution Ave, NW  
Washington DC 20530-0001




C-9

P



UNCLAS F F T O



CITE: //3170:3905//

PASS: ATTN SQUAD C-9, SA 

SUBJECT: <sup>✓</sup> BIG BOUNCE; MAJOR CASE NUMBER 55; FAG; CO: WMFO.

RE WMFO AIRTELS TO CV, DATED 4/7/93 AND 4/16/93, AND CV  
AIRTEL TO WMFO, DATED 7/2/93.

b6  
b7C

FOR INFORMATION OF WMFO,  WAS AT HIS  
PLACE OF BUSINESS, BOHECKERS BUSINESS COLLEGE, 326 EAST MAIN  
STREET, RAVENNA, OHIO, TELEPHONE  ON 7/12 AND  
7/13/93.

INVESTIGATION AT RAVENNA, OHIO, CONTINUING.

BT

#0015

NNNN



*3*  
*[Signature]*  
*CS*

SEARCHED <i>me</i>	INDEXED <i>me</i>
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JUL 14 1993	
FBI - WASH. FIELD OFFICE	

46A-WF-179870-Sub UU

-31

*[Signature]*

**ORIGINAL**

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/15/93

[redacted] Cincinnati, Ohio, telephone number [redacted], advised that she was not aware of her husband having written a \$7,500 check to former Congressman DONALD "BUZZ" LUKENS prior to her husband's death and has no idea of why he wrote it because he never discussed it with her. She said that while her husband was alive, he held a fund raiser for Ohio Auditor, [redacted] at their residence, which she assumed was done to gain political favors for WHITESELL's schools. She speculated that the check to LUKENS would probably have been for the same reason.

She advised she also was not aware of [redacted] writing any checks to LUKENS. She said she was unaware of [redacted] ever owning anything tangible that he could have rented to any of her husband's schools.

b6  
b7C

Investigation on 6/3/93 at Cincinnati, Ohio File # 46A-WF-179870 *SUB 11132*  
by SA [redacted] :ban Date dictated 6/9/93

**ORIGINAL**

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/8/93

[redacted] white male, Date of Birth (DOB) [redacted] Indianapolis, Indiana, was contacted at his residence, [redacted] Ohio, telephone number [redacted]. [redacted] advised that he did not know anything about either his father or [redacted] giving money to DONALD "BUZZ" LUKENS. He did not know whether or not his father had even met LUKENS, but he was aware that [redacted] had some type of relationship with him. A couple of weeks before his father's death, [redacted] had given [redacted] a Swiss Army watch that [redacted] claimed he had received from LUKENS.

[redacted] advised that his step-mother, [redacted] had sold the house at [redacted] in Cincinnati, and he was not aware of her current residence. [redacted] advised that last Christmas, he saw [redacted] with his ex-wife and children at a local shopping mall, which surprised him. The last he had heard of [redacted] before that was that he was separated and had moved to Northern Ohio with his girlfriend, [redacted].

b6  
b7C

Investigation on 5/26/93 at Wyoming, Ohio File # 46A-WF-179870 *MB UN 33*  
by SA [redacted] *qu* ban Date dictated 6/2/93

**ORIGINAL**

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 6/15/93

[redacted]  
Erlanger, Kentucky, telephone number [redacted], advised that she had allowed HENRY WHITESELL to use her home address for a joint checking account that he maintained for himself and his son, [redacted]. Statements would be mailed to her monthly, and she would turn them over to HENRY WHITESELL unopened. She said that prior to WHITESELL's death, she was never aware of WHITESELL writing a check in a large amount to DONALD "BUZZ" LUKENS, and she could only speculate that it was for political influence since he had never discussed it with her.

b6  
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She also was not aware of [redacted] writing any checks to LUKENS although she was aware that [redacted] knew LUKENS. [redacted] said she was well aware of the operations of both CAMBRIDGE TECHNICAL INSTITUTE and BOHECHER'S BUSINESS SCHOOL. To the best of her knowledge, [redacted] never rented any property or equipment to either school.

She said that the only situation she could think of where either school would have reimbursed [redacted] for any rental was believed to have occurred after the August, 1990, audit by the United States Department of Education. [redacted] and [redacted] stopped coming into Cincinnati and purportedly had an office in Fairfield that they were working out of. [redacted] believed this office to have been nothing more than [redacted] apartment, which could not have cost more than \$1,000 per month.

b6  
b7C

Investigation on 6/3/93 at Erlanger, Kentucky File # 46A-WF-179870 *Sub Uu*  
by SA [redacted] :ban Date dictated 6/9/93 *-314*



FBI

## TRANSMIT VIA:

☐ Teletype  
☐ Facsimile  
☒ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☐ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☐ UNCLAS

Date 7/1/93

C-9

TO : SAC, WMFO (46A-WF-179870) (C-9)  
 FROM : SAC, CINCINNATI (46A-WF-179870) (P)  
 SUBJECT : BIG BOUNCE  
 MAJOR CASE #55  
 FAG  
 OO:WMFO

Re CI airtel to CV, 4/7/93; WMFO airtel to CI, 4/16/93, and WMFO airtel to CI, 6/18/93.

Enclosed for WMFO are the original and one copy each of three FD-302s detailing interviews of [redacted] and [redacted]

Also enclosed for WMFO is a letter from [redacted] U.S. Department of Education, that includes four original Bohecker Business School checks payable to [redacted]. Also enclosed for WMFO is the original executed Federal Grand Jury subpoena served on [redacted]

Enclosed for Cleveland is a sheet containing copies of four Bohecker Business School checks payable to [redacted]

[redacted] was telephonically contacted in Indianapolis, Ind., where he lives with his grandmother, telephone # [redacted] but advised he knew nothing about the check his father had written to LUKENS, or the account it was written on.

- ② - WMFO (Enc.-8)  
 2 - Cleveland (Enc.-1)  
 2 - Cincinnati

JHL:jms  
 (6)

46A-WF-179870-Sub U  
 -35

SEARCHED	INDEXED
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FBI - WASH	

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 b6  
 b7C

Approved: 

Transmitted

(Number) (Time)

Per

Legal Aid Attorney [ ] telephone [ ] was contacted re the Legal Aid suit against Cambridge Technical Institute and advised that she was never contacted by DONALD "BUZZ" LUKENS or any other politician while she handled the suit.

For information of Cleveland, Bohecker's check #4689 is probably a legitimate expense check, while checks #4684, #5282 and #5283, are probably partial reimbursement to [ ] for personal checks he wrote to LUKENS. The WHITESELLS and [ ] were unaware of anything [ ] owned in 1990 that he would have rented to either school.

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In view of information from [ ] that [ ] may still be on good terms with his ex-wife, [ ] no attempt is being made to interview her about the LUKENS' check until interviews of [ ] and DONALD "BUZZ" LUKENS are attempted.

It should be noted that the original Bohecker Business School checks were originally obtained from HENRY WHITESELL's former office, with the permission of attorney [ ] [ ] Bauer, Morelli and Heyd Company, LPA, who represented the WHITESELL family and the schools. When the FBI investigation was closed, all checks obtained at the school offices were forwarded to [ ], Auditor for the U.S. Department of Education, where the four enclosed checks were retrieved from.

LEAD

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CINCINNATI DIVISION

AT MIDDLETOWN, OHIO

[ ] Will attempt to locate and interview [ ] [ ] when requested to do so by WMFO.

C-9

FBI

## TRANSMIT VIA:

☒ Teletype  
☐ Facsimile  
☐ AIRTEL

## PRECEDENCE:

☐ Immediate  
☐ Priority  
☒ Routine

## CLASSIFICATION:

☐ TOP SECRET  
☐ SECRET  
☐ CONFIDENTIAL  
☐ UNCLAS E F T O  
☒ UNCLAS

Date 8/2/93

FM FBI WMFO (46A-WF-179870) (SUB UU) (P) (C-9)

TO FBI CINCINNATI/ROUTINE/

FBI CLEVELAND/ROUTINE/

BT

UNCLAS

CITE: //3920//

SUBJECT: BIG BOUNCE; MAJOR CASE NUMBER 55; (OO: WMFO).

REFERENCE JULY 2, 1993 CLEVELAND AIRTEL TO WMFO; AUGUST 2, 1993 TELEPHONE CALL BETWEEN SA [REDACTED] CLEVELAND DIVISION, AKRON RA, AND SA [REDACTED] WMFO DIVISION; AND AUGUST 2, 1993 TELEPHONE CALL BETWEEN SA [REDACTED] [REDACTED] CINCINNATI DIVISION, AND SA [REDACTED]

b6  
b7C

FOR INFORMATION OF THE CLEVELAND AND CINCINNATI DIVISIONS, SA [REDACTED], WILL BE TRAVELLING TO OHIO ON AUGUST 2, 1993, TO ATTEMPT TO CONDUCT SUBJECT INTERVIEW OF [REDACTED] REGARDING POSSIBLE BRIBE

46A-WF-179870 Sub UU-36  
JR JRApproved: RMB/93 Original filename: \_\_\_\_\_Time Received: 4:30pm Telprep filename: MEH00350.214MRI/JULIAN DATE: 1287/214 ISN: 019FOX DATE & TIME OF ACCEPTANCE: 2 Aug '92/4:54 pm AAB

^PAGE 2 WMFO 46A-WF-179870 SUB UU UNCLAS

PAYMENTS TO FORMER UNITED STATES CONGRESSMAN DONALD "BUZ"  
LUKENS. [ ] IS BELIEVED TO BE LOCATED IN THE RAVENNA,  
OHIO AREA. SA [ ] WILL ALSO POSSIBLY BE CONDUCTING OTHER  
LEADS IN THE CINCINNATI AREA DURING THE TRIP. SACS IN THE  
WMFO, CLEVELAND, AND CINCINNATI DIVISIONS CONCUR WITH SA  
[ ] TRAVEL TO OHIO.

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b7C

BT

/READ 1287/214  
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FM FBI WMFO (46A-WF-179870) (SUB UU) (P) (C-9)

TO FBI CINCINNATI/ROUTINE/

FBI CLEVELAND/ROUTINE/

B7

UNCLAS

CITE: //3920//

SUBJECT: BIG BOUNCE; MAJOR CASE NUMBER 55; (OO: WMFO).

REFERENCE JULY 2, 1993 CLEVELAND AIRTEL TO WMFO; AUGUST  
2, 1993 TELEPHONE CALL BETWEEN SA [REDACTED] CLEVELAND  
DIVISION, AKRON RA, AND SA [REDACTED], WMFO  
DIVISION; AND AUGUST 2, 1993 TELEPHONE CALL BETWEEN SA [REDACTED]  
[REDACTED] CINCINNATI DIVISION, AND SA STUBER.

b6  
b7C

FOR INFORMATION OF THE CLEVELAND AND CINCINNATI  
DIVISIONS, SA [REDACTED] WILL BE TRAVELLING TO  
OHIO ON AUGUST 2, 1993, TO ATTEMPT TO CONDUCT SUBJECT

46A-WF-179870 Sub UIC-36  
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PAGE TWO DE FELWFO, 00197, 10/1/77

INTERVIEW OF [REDACTED] REGARDING POSSIBLE BRIBE

PAYMENTS TO FORMER UNITED STATES CONGRESSMAN DONALD "BUZ"

LUKENS. [REDACTED] IS BELIEVED TO BE LOCATED IN THE RAVENNA,

OHIO AREA. SA [REDACTED] WILL ALSO POSSIBLY BE CONDUCTING OTHER

LEADS IN THE CINCINNATI AREA DURING THE TRIP. SACS IN THE

WMFO, CLEVELAND, AND CINCINNATI DIVISIONS CONCUR WITH SA

b6  
b7C

[REDACTED] TRAVEL TO OHIO.

BT

#0019

NNNN

46A-WF-179870 SUB UU

CWS/CWS

The following investigation was conducted by SA [REDACTED]

[REDACTED] at Falls Church, Virginia, on 7/13/93:

[REDACTED] was contacted at telephone number [REDACTED]

[REDACTED] advised that he could not locate his appointment book from calendar year 1990. [REDACTED] stated that he had probably thrown the appointment book away.

b6  
b7C

46A-WF-179870 UU

-37

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- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/9/93

DONALD EDGAR "Buz" LUKENS, former member, United States (U.S.) House of Representatives, was interviewed at the United States DEPARTMENT OF JUSTICE (DOJ), Washington, D.C. LUKENS was accompanied by his Attorney, [REDACTED] of KILCARR & VOLZER, 2330 Wilson Boulevard, Arlington, Virginia, telephone number [REDACTED] facsimile number (703) 525-2049. Also participating in the interview were DOJ Attorneys [REDACTED] and [REDACTED]. LUKENS was informed of the official identity of the interviewing agent and the other participants in the interview. LUKENS was advised that the interview would generally concentrate on issues related to his account at the Disbursing Office of the Sergeant-At-Arms for the U.S. House of Representatives, also known as the House Bank. No promises or threats were made to LUKENS. LUKENS then voluntarily provided the following information:

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LUKENS confirmed that his Date of Birth (DOB) was February 11, 1931. He provided his Social Security Account Number (SSAN) of 286-28-8739. He currently resides at 1000 6th Street, Southwest, Washington, D.C., telephone number (202) 863-2115. LUKENS holds a Bachelor of Science degree in Criminology from Ohio State University. He also took some classes at the University of Maryland. LUKENS served for six and one-half years in the U.S. Air Force. A portion of his military time was spent with the Air Force Office of Special Investigations (OSI). LUKENS was asked about his nickname. He stated that his nickname was "Buz with one z." LUKENS advised that he was given the nickname BUZ when he was a young boy attending 4H Camp.

LUKENS stated that, around 1960, he served as a volunteer with the JOHN F. KENNEDY Presidential Campaign. However, by around 1963, he was the President of a Conservative Young Republicans Organization. LUKENS was elected to the U. S. House of Representatives in 1966, and served in the House until 1971. LUKENS gave up his congressional seat to run unsuccessfully for Governor of Ohio. When he failed in his campaign for Governor, he was unemployed. The individual who had

Investigation on 7/14/93 at Washington, D.C. File # WMFO 46A-WF-179870-SUB UU  
by SA [REDACTED] /ms Date dictated 7/15/93  
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taken LUKENS' seat in the House of Representatives had left a vacant seat in the Ohio State Senate. LUKENS was ultimately appointed to fill the vacant State Senate position. He remained in the State Senate in Ohio until he was reelected to the U.S. House of Representatives in 1986. LUKENS served in the House from 1987 through 1991. He was defeated in his reelection bid during a primary election around May, 1990. LUKENS was asked what motivated him to return to the U.S. House of Representatives after being away approximately 15 years. LUKENS responded that he was experiencing some financial difficulties, and his salary as a U.S. Congressman would be 60 to 70 percent more than he was earning as a State Senator in Ohio. Thus, his motivation was primarily a financial one. LUKENS also commented that, had he been married at the time, he would not have returned to the U.S. Congress because of the negative influences present in Washington, D.C.

LUKENS informed that he is currently living off his retirement, and doing some management consulting. LUKENS stated that he is a partner with [redacted] of World Financial Monitor (WFM). [redacted] is located in Dallas, Texas. WFM handles mortgage refinancing and raises money for hotels among other projects.

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Before being asked any substantive questions, LUKENS offered that he had only been called on around three or four occasions by the House Bank concerning overdrafts on his account. The problems occurred near the end of the month, when he was anticipating the deposit of his salary check at the beginning of the following month. LUKENS stated that he knew his paycheck would be credited to his account at the first of each month, so he sometimes wrote checks against his House Bank account in anticipation of his salary deposit. LUKENS stated that he was "stunned" when his name was included on the list of most grievous offenders of the House Bank. LUKENS claimed that he "never knew he had a problem", and always thought his account was in balance. LUKENS then mentioned that he was making monthly mortgage payments and periodic tax payments on a family farm and other property. The monthly mortgage payment on the farm was approximately \$1,000.00. LUKENS stated that around 1982 through 1985, his financial situation worsened. He stated that he "had cancer five times." He went through a divorce. LUKENS was making payments on significant debts. He commented that interest rates on his land had risen from around six and one-fourth

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percent to 18 and one-fourth percent. He had a bad experience with an investment in a winery. LUKENS mentioned that his father had died in 1975, and wanted him to keep the family land together. LUKENS attempted to do that despite the financial hardships it caused him. Unfortunately, BANK ONE, of Columbus, Ohio, recently foreclosed on the property.

LUKENS stated that, while in the Ohio State Senate, he earned extra money while operating as a consultant. He mentioned that his position as Chairman of the Banking Committee enabled him to attract some lucrative consulting assignments. LUKENS commented that he did consulting work on federal-related issues while in the Ohio Senate, because he was prohibited from working with state agencies. When he returned to the U.S. House of Representatives, he was forced to stop doing consulting work altogether.

LUKENS volunteered that he never accepted money from anyone under circumstances that could be considered illegal. He referred to another DOJ investigation into activities in which he was involved. LUKENS stated, "I never took bribes." LUKENS maintained that he had taken and passed a polygraph examination which proved his innocence to the allegations in the other case.

Following the foregoing information which was offered by LUKENS, some questions were asked of LUKENS about his dealings with the House Bank. LUKENS advised that he first used the House Bank when he was an employee on Capitol Hill during 1961 through 1963. He also held accounts at the House Bank during both of his stints as a U.S. Congressman. LUKENS cited the convenience of the House Bank as one of its major advantages. LUKENS stated that his House Bank account was his only checking for the last few years. Almost all of his personal business involving checks has been conducted through the account. LUKENS advised that he did not have an account at the Wright Patman Congressional Federal Credit Union (WPCFCU) until January, 1992. That WPCFCU account was a savings account.

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LUKENS claimed that he received no orientation regarding the policies and procedures of the House Bank. He recalled talking with a [redacted] about retirement issues but not about bank operations. LUKENS stated that he was never briefed on the "privileges of floating". LUKENS claimed that, until the House Bank overdraft scandal became public, he was not

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aware that House members could write checks against their accounts in excess of the funds available to cover the items. LUKENS claimed that he had no knowledge that members could overdraft their House Bank accounts in amounts up to their next month's salary payment. LUKENS commented that, after the scandal broke, he heard of members of Congress using overdrafted funds to make investments.

LUKENS advised that he personally managed his House Bank checking account and was responsible for the account. LUKENS stated that he maintained a checkbook and register. He recorded checks written against his House Bank account and kept a running balance of the funds in the account. LUKENS claimed that he knew approximately how much money was in his account, and that he never wrote a check against his House Bank account on any occasion where he believed there were not sufficient funds available to cover the check. LUKENS stated that keeping an accurate checkbook was a "major concern" of his. LUKENS informed that he retained his House Bank check registers for 1991 and 1992. He may have the register for 1990. LUKENS stated that he signed virtually all of the checks written against his House Bank account. On rare occasions, his Administrative Assistants may have signed checks. LUKENS identified [redacted] as his Administrative Assistant (AA) from 1987 through 1988. [redacted] b6 [redacted] served as LUKENS' AA after [redacted] is currently b7C the Press Secretary for Congressman BILL SAXSON, a Republican from New Jersey. [redacted] LUKENS' Personal Secretary, often signed letters for LUKENS, and may have signed checks in very rare instances. LUKENS stated that he always endorsed the checks deposited into his House Bank account unless he was not in town. LUKENS commented that he usually did not fill out the deposit slips. Sometimes one of his staffers would carry the checks to be deposited to the House Bank, and execute the deposit transaction.

LUKENS was questioned regarding calls received from House Bank personnel concerning overdraft situations in his account. LUKENS claimed that he received fewer than a half dozen such calls. He recalled one instance when his AA received such a call from the House Bank. LUKENS stated that the calls he received involved small amounts of money, such as \$50.00 to \$100.00. LUKENS stated that he believed that his account was not often in an overdraft status, because he seldom was contacted by the House Bank. He felt that House Bank personnel would notify

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him if his account was overdrawn. LUKENS stated that he thought his overdraft problems involved only about five or six checks. He stated that he "did not think he had a problem" with overdrafts. LUKENS advised that he spent most of his salary each month but that he usually had \$280.00 to \$350.00 left in his account after paying all his obligations. LUKENS stated he is convinced that many of the overdrafts attributed to him were the result of delays in his paychecks being credited to his account by the House Bank. LUKENS reiterated that he never wrote a check against his House Bank account when he did not think he had sufficient funds in his account to cover it. LUKENS advised that, when he went to the House Bank to make a deposit or conduct other banking business, he simply went to whatever teller window was open. LUKENS remembered [redacted] (Last Name Unknown) (LNU) and [redacted] (LNU) as bank employees with whom he dealt.

LUKENS stated that he knew [redacted] the Sergeant-At-Arms (SAA) for the U.S. House of Representatives, fairly well during his last couple of years in Congress. LUKENS regularly played basketball with [redacted] in the House gymnasium. LUKENS advised that he had met [redacted] wife. LUKENS receives facial treatments (required because of his extensive chemotherapy) at the same place as [redacted] wife. LUKENS stated that he has never been to [redacted] home.

LUKENS stated that he never discussed his House Bank account with [redacted] until possibly talking with [redacted] about his account after the overdraft check scandal broke. LUKENS claimed that he received no preferential treatment from [redacted] with regard to his House Bank account. LUKENS stated that he did not receive any instructions from [redacted] concerning "how the House Bank (really) operated" as did some members. LUKENS advised that [redacted] was rumored to be covering for some of the worst overdrafters. When asked to identify such overdrafters, LUKENS responded with "the two New Yorkers", apparently meaning former Congressmen BOB MRAZEK and STEPHEN SOLARZ. b6 b7C

LUKENS described his financial position over the last several years as "gradually deteriorating". LUKENS stated that he never had any money in savings. He mentioned that the debt owed on his farm went from \$45,000.00 to \$90,000.00. He ran up significant obligations on his credit cards. LUKENS advised that he had an \$18,000.00 loan with First National Bank of Southwestern Ohio on which he experienced problems making the

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payments. LUKENS informed that he now uses Washington Federal Savings Bank, of 401 M Street, Washington, D.C. LUKENS also mentioned that he was divorced from his wife in 1983, and that contributed to his financial difficulties. LUKENS' ex-wife's name is [REDACTED] DONALD LUKENS, and she possibly works for the Governor's Office for the State of Illinois. She and LUKENS were married from 1973 to 1983. LUKENS reiterated that he had cancer from 1983 through 1985, and underwent extensive chemotherapy treatments. Also contributing to LUKENS' financial woes were bad investments, such as his investment in a winery. LUKENS' partner in the winery died. LUKENS would have received approximately \$60,000.00 upon his partner's death, except that his partner stopped making the required insurance premium payments. Furthermore, LUKENS lamented that he always seemed to miss out on pay raises provided to Congressmen and State Senators due to bad timing.

LUKENS was questioned about his Federal Congressional reelection campaign during the spring, 1990. LUKENS lost in a primary election during May, 1990. LUKENS described his campaign as "terribly underfinanced". LUKENS estimated that he spent only \$25,000.00 to \$30,000.00 on the campaign compared to the over \$50,000.00 he spent during his previous campaign. LUKENS' opponent spent over \$120,000.00. LUKENS advised that most of the funds for his 1990 campaign came from a loan from a man from Middletown, Ohio. He also received some money from Political Action Committees (PAC). LUKENS identified [REDACTED] an Attorney from Piqua, Ohio, as the Chairman of his 1990 campaign. LUKENS could not recall the name of his Campaign Treasurer but thought it might have been [REDACTED] LUKENS advised that he had about 12 people working for him in Washington, D.C., and six in Ohio. However, they often switched assignments.

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LUKENS was asked about records produced by his 1990 campaign and filed with the Federal Election Commission (FEC). LUKENS was unsure who prepared the FEC filings but thought [REDACTED] may have worked on some of them. He also mentioned that [REDACTED] his District Representative, may have handled some of his campaign finances. LUKENS formerly shared a house with [REDACTED] He thought [REDACTED] could be reached in Middletown, Ohio, at telephone number [REDACTED] is possibly employed with a financial planning outfit. Additionally, LUKENS advised that his former AA, [REDACTED] assisted on prior campaigns. When asked

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about reimbursements received from his campaign fund, LUKENS stated that he did not personally pay many campaign-related expenses, and did not know if he claimed reimbursements for the expenses he paid. With respect to his campaign's FEC filings, LUKENS stated that he looked over the FEC records although he did not prepare them. He signed the documents where he was supposed to sign. LUKENS commented that there was not much money going into or out of his campaign fund during his 1990 reelection bid.

LUKENS was questioned concerning specific contributors to his 1990 reelection campaign. He stated that he received small donations from several contributors. LUKENS advised that he also received a \$15,000.00 personal loan, from a man named [redacted] of Middletown, Ohio. LUKENS described the circumstances surrounding the receipt of the loan from [redacted]. LUKENS stated that around April, 1990, he received a telephone call from [redacted]. LUKENS was in his home office at the time. LUKENS claimed that the telephone call was the first contact he ever had with [redacted]. He had never met [redacted] prior to that time. [redacted] told LUKENS that he (LUKENS) had helped his mother in some way. [redacted] told LUKENS that his mother had told him [redacted] that he had to help LUKENS. LUKENS stated that he had no idea what he had done for [redacted] mother, but speculated that it may have been a Social Security matter. LUKENS then mentioned that [redacted] mother was very active in the area. During the above stated telephone conversation, [redacted] told LUKENS that he wanted to help him with his reelection campaign. LUKENS told [redacted] that, "We'll take all the help we can get." LUKENS and [redacted] arranged a meeting that night. They met at a Frisch's Big Boy Restaurant in Lebanon, Ohio. LUKENS was alone at the meeting, but [redacted] had his secretary with him. During the meeting, [redacted] provided LUKENS with a check for \$15,000.00. LUKENS stated that [redacted] wrote out the check right in front of him. LUKENS stated that he could hardly believe that he was being provided with such a large amount of money by [redacted]. [redacted] told LUKENS something to the effect of, "I know you've had a tough time. You need money. Take the loan." [redacted] made it clear that he was providing LUKENS with the money for his campaign, and also told LUKENS to "use the money any way you want". LUKENS stated that, although the transaction with [redacted] was understood to be a personal loan, they did not discuss an interest rate or terms of repayment. LUKENS and [redacted] did not enter into any formal agreement, and no

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written documents were produced concerning the transaction. LUKENS stated that [ ] also told him, "If you don't win (the election), come see me." LUKENS understood that statement to mean that [ ] might have a job opportunity for him if he lost the election. LUKENS advised that he still has not repaid any portion of the \$15,000.00 to [ ] LUKENS stated that he saw [ ] over a year ago. At that time, [ ] told him not to worry about paying the money back.

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LUKENS advised that receiving the \$15,000.00 from [ ] was somewhat of a momentous occasion. After his meeting with [ ] LUKENS went home, and told [ ] about his good fortune. He explained to [ ] how this person named [ ] who he had never met called him and ultimately provided \$15,000.00 for his campaign. LUKENS also told everyone associated with his campaign that he had received \$15,000.00.

LUKENS stated that, after he received the \$15,000.00 from [ ] he deposited the check into his bank account. He then immediately wrote a check to his campaign committee for the purpose of loaning the money to his campaign. LUKENS stated that he provided the \$15,000.00 to his campaign in his own name. LUKENS asserted that, once he received the \$15,000.00 from [ ] it became his money. He was entitled to provide the funds to his campaign in his name if he so chose. LUKENS indicated that at some point he may have asked his attorney about the legalities of accepting \$15,000.00 from [ ] and then making a personal loan to his campaign. However, he could not recall specifically whether he actually had such a conversation or the name of the person he would have talked to. LUKENS indicated that he might have spoken with [ ] about the scenario. LUKENS commented that his campaign used the aforementioned \$15,000.00 to purchase advertisements and for other purposes.

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LUKENS claimed that he gave [ ] nothing in return for the \$15,000.00. He stated that he provided no services for [ ] and did not use his political position for any purpose that would have benefitted [ ] LUKENS then said that the only favor he ever did for [ ] was to set him up with an attorney. LUKENS advised that [ ] operated a couple of business schools in Ohio. At one point, [ ] had a problem for which he needed a "tough attorney". [ ] did not tell LUKENS what the problem was, but LUKENS

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Continuation of FD-302 of DONALD EDGAR "Buz" LUKENS, On 7/14/93, Page 9

believed that it involved one of [ ] schools. LUKENS put [ ] in touch with an attorney named [ ]. LUKENS commented that [ ] was married to [ ], the daughter of country singer, HANK WILLIAMS.

LUKENS advised that, sometime in 1991, after he had left Congress, he performed some work for [ ]. In return, he received retainer payments from [ ] for two to three months. The payments were in amounts around \$500.00 or \$1,000.00. LUKENS' work for [ ] lasted for about six months in 1991, probably beginning at the start of the 1991 calendar year. LUKENS advised that [ ] wanted LUKENS to find out information about some pending legislation regarding the operation of technical schools. The problem involved how to federally regulate technical schools. [ ] was afraid that a Federal Accreditation Act might be passed. LUKENS mentioned that apparently many people were graduating from technical schools but were not being placed in jobs or able to get jobs. However, LUKENS stated that [ ] schools were "doing very well". LUKENS advised that he gathered some information for [ ]. To do this, he contacted some friends, staffers, and other people he knew on Capitol Hill. However, LUKENS stated emphatically that he did not lobby. LUKENS ultimately determined that nothing was going to be done federally, and that regulation of technical schools would be left up to the individual states. LUKENS stated that, between the time he received the \$15,000.00 from [ ] and the time he began the foregoing assignment for [ ] in early 1991, he did nothing for [ ] in the way of performing services or otherwise.

LUKENS advised that he kept in touch with [ ] by telephone until last year. He stated that he has not seen [ ] or his mother for quite awhile. LUKENS repeated that he was not a social friend with [ ], and that he did not know [ ] socially or have any business relationship with him prior to the \$15,000.00 transaction around April, 1990.

LUKENS informed that, besides [ ] there were only a few other contributors who donated small amounts to his 1990 reelection campaign. Several people may have given \$100.00, and an undertaker may have provided \$500.00. LUKENS stated that he did not receive any other substantial loans such as the one from [ ]. LUKENS received a few small personal loans. He believes seven or eight people may have loaned him \$1,000.00



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apiece. LUKENS commented that he came out of the 1990 campaign terribly in debt. He owed significant obligations on his credit cards. He borrowed money from a bank to pay off some of his obligations.

LUKENS said that he currently is paying 17 entities \$100.00 a month apiece to reduce debts he presently owes. He listed some of his creditors and approximate amounts owed as follows: First National Bank, \$10,000.00; American Express, \$16,000.00; Visa account at Bank One, Dayton, Ohio, \$9,000.00; Discover Card, \$1,500.00; Woody's Furniture, \$400.00; Hechts, \$200.00; his dentist, \$1,800.00; Fogle Foundation (for psychological counseling), \$1,500.00 to \$1,600.00; his sister, [REDACTED] \$300.00; JAMES A. MARTIN ASSOCIATES, \$500.00; and [REDACTED] OF GULF ENTERPRISES, \$500.00. LUKENS formerly owed [REDACTED] \$200.00 to \$300.00, and is paying Attorney, [REDACTED] \$100.00 per month. LUKENS advised that [REDACTED] can furnish a complete list of all of his debts and creditors to which they are owed.

LUKENS advised that [REDACTED] is a friend of his who works as an arbitrager. [REDACTED] who is 34 or 35 years old, is allegedly worth around \$25 million. LUKENS met [REDACTED] during a trip to Central America prior to 1988. The trip was organized by [REDACTED] subsequently loaned LUKENS \$5,000.00 on one occasion, and \$2,000.00 apiece on two other occasions. LUKENS mentioned that he also met [REDACTED] on the Central American trip. [REDACTED] paid his \$500.00 bail when LUKENS was arrested in Columbus, Ohio.

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LUKENS was questioned concerning whether he dealt with cash on a regular basis. LUKENS responded that he did not like dealing in cash, so he avoided using cash transactions. LUKENS stated that he never handled cash with respect to his election campaigns. He said that he was offered cash by supporters on numerous occasions, usually amounts like \$50.00 or \$100.00. LUKENS stated that he never accepted such offerings of cash. He "always handed it back". LUKENS advised that he often would take \$50.00 to \$100.00 out of his House Bank account to have some spending money. However, he stated that he very rarely had as much as \$500.00 cash in his hands. LUKENS stated that he could not ever remember depositing cash into his House Bank account, and certainly could not recall ever making any large cash deposits. LUKENS stated that any loans he received would have

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been deposited into his House Bank account rather than being cashed. LUKENS advised that he always wanted to maintain a paper trail of his transactions. LUKENS commented that he sometimes used traveler's cheques.

LUKENS advised that he filled out his Ethics in Government Act (EIGA) financial disclosure forms. His Secretary, [ ] probably typed the reports. [ ] may have looked over the EIGA reports before LUKENS signed them. LUKENS informed that [ ] kept track of his honoraria receipts, and he also maintained a handwritten list of his honoraria. LUKENS confirmed that he did not file an exit EIGA for 1990.

LUKENS advised that, when he left Congress, he provided the documents and records from his offices to the Ohio Historical Society (OHS), in Columbus, Ohio. They are now the property of the OHS. LUKENS stated that the records might contain notes relating to services he had performed for constituents, such as [ ] mother.

LUKENS informed that, while he was in the Ohio State Senate, he received a \$2,000.00 loan from current Congressman JOHN BOEHNER. BOEHNER later told LUKENS to consider the \$2,000.00 a gift, and not to worry about paying it back.

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LUKENS advised that at one time he had a formal Legal Defense Fund, but the fund was no longer in existence.

LUKENS identified EDITH GREEN LUKENS as his mother.

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/18/93

[redacted] was contacted at her residence, [redacted] Middletown, Ohio. She confirmed that she was the [redacted] After being apprised of the identity of the interviewing agent and the nature of the interview, [redacted] provided the following information:

[redacted] stated that she knew former U.S. Congressman DONALD "BUZ" LUKENS. She advised that [redacted] LUKENS election campaigns dating back to the 1960s. [redacted] stated that LUKENS attended [redacted] She advised that LUKENS would call from time to time to check up on her kids and to see how she and her husband were doing. [redacted] and her family would visit LUKENS when they travelled to Washington, D.C.

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[redacted] was shown four checks totalling \$20,000 written to LUKENS against [redacted]

[redacted] The checks were written on the following dates for the listed amounts: May 1, 1990, \$7,500; June 18, 1990, \$2,500; August 20, 1990, \$5,000; and September 23, 1990, \$5,000. Copies of these checks are attached for incorporation herein.

[redacted] verified that she had seen the checks and initially indicated that she may have signed some of the checks. She stated that she was definitely aware of the payments being made to LUKENS. [redacted] advised that she balanced their checkbook and was, thus, aware of almost every item going into and out of their accounts.

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[redacted] was questioned about the purpose of the \$20,000 of payments made by [redacted] to LUKENS. She responded that the payments were to help LUKENS pay his bills and expenses and help him stay afloat financially. [redacted] stated that LUKENS was "down and out" after being involved in a sex scandal. As a result, LUKENS was experiencing financial troubles.

Investigation on 8/4/93 at Middletown, Ohio File # 46A-WF-179870 SUB UU-39  
by SA [redacted] Date dictated 8/5/93

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[REDACTED] informed that LUKENS has not repaid the \$20,000. She does not expect to receive repayment from LUKENS. She likened the LUKENS situation to a loan she and her husband made to her brother which he has failed to repay and probably never will repay. [REDACTED] commented that, at the time she and her husband made the payments to LUKENS, they were doing very well financially. They wanted to help their friend, LUKENS. They were not that concerned with getting repayments of the money. [REDACTED] commented that she now wishes they had the \$20,000 they provided to LUKENS.

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[REDACTED] characterized the payments made to LUKENS as loans. However, no terms concerning interest rates or repayment of the funds were discussed. No written agreements were produced or signed. [REDACTED] stated that they merely had a verbal agreement with LUKENS. She reiterated that loans to LUKENS are still outstanding.

[REDACTED] stated that the payments to LUKENS were not for his reelection campaign. She claimed that she did not know LUKENS was running for reelection. [REDACTED] advised that, about three months later, LUKENS was involved in another scandal and forced to leave Congress.

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[REDACTED] maintained that she and her husband did not receive anything in return for the \$20,000 worth of payments they made to LUKENS, with the exception of a "Thank you" from LUKENS. They also receive a Christmas card from LUKENS each year.

[REDACTED] stated that there was nothing wrong with what they did. She and her husband were only trying to help out a friend.

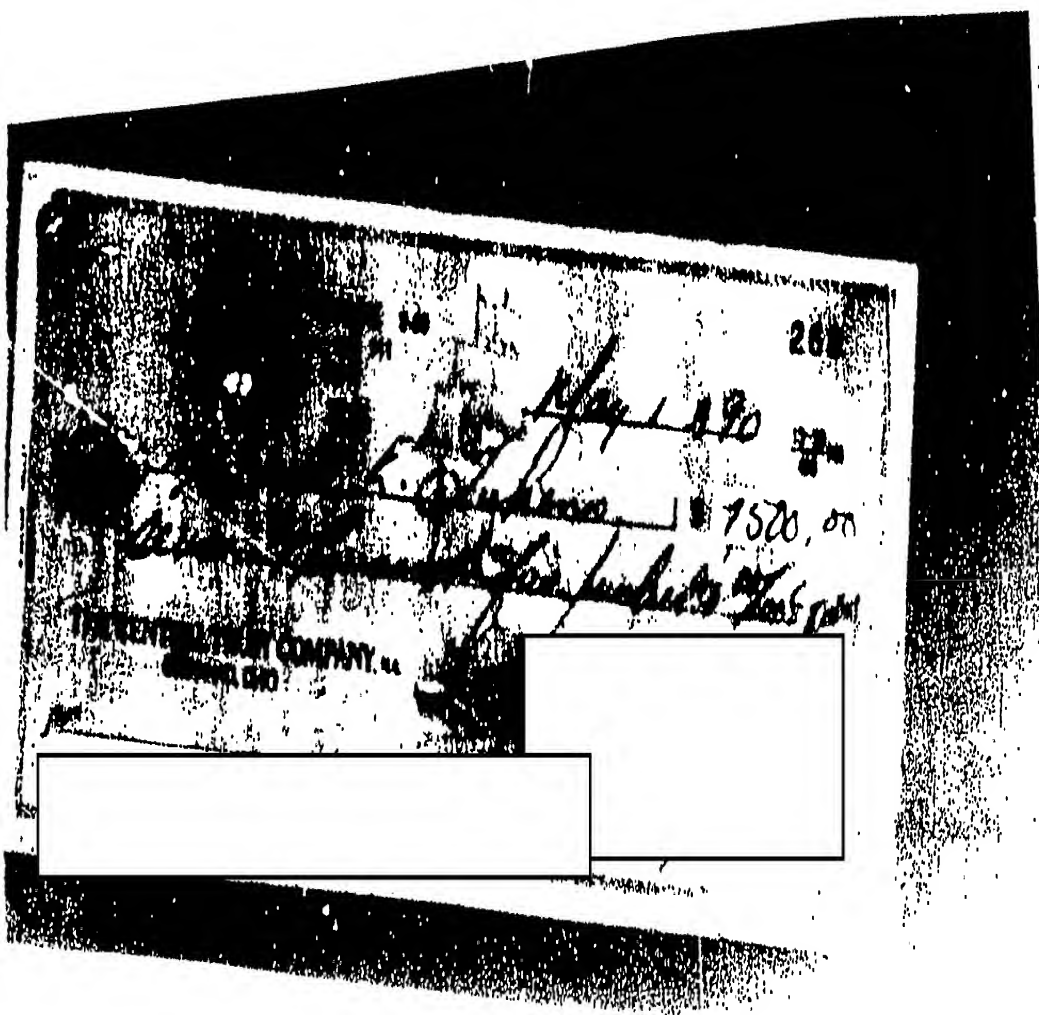
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MIDDLETOWN, OH 45042

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June 18 1992

SPS  
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*Pay to the order of [Signature]* \$5,300.00

*Five thousand three hundred and no/100 Dollars*

SAVINGS OF AMERICA

A Division of Nations Savings & Investments Co.

2000 Pendleton Circle, Franklin, Ohio 43004

LIQUID ASSET ACCOUNT

NOT VALID FOR LESS THAN \$500

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MIDDLEBURY, OH 10412

Aug 10 1994

Pay to the order of Donald E. Lukens \$5,000.00

Five thousand & no/100

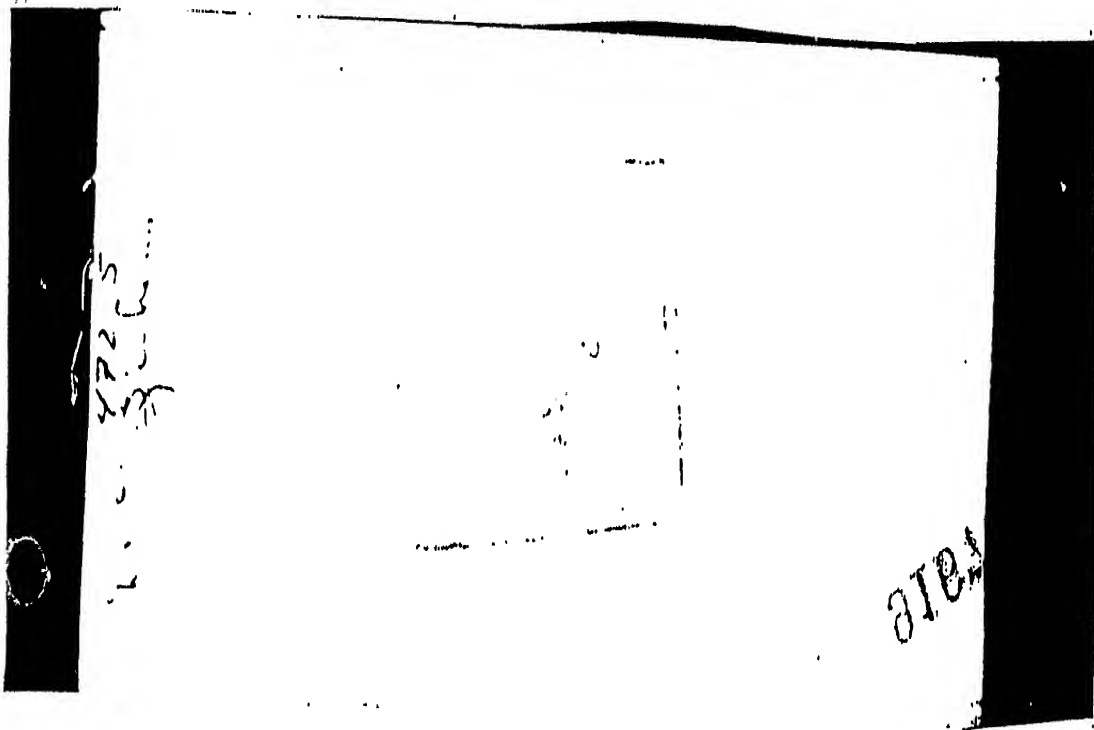
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LIQUID ASSET ACCOUNT

1000 N. 10th St. - Box 1000

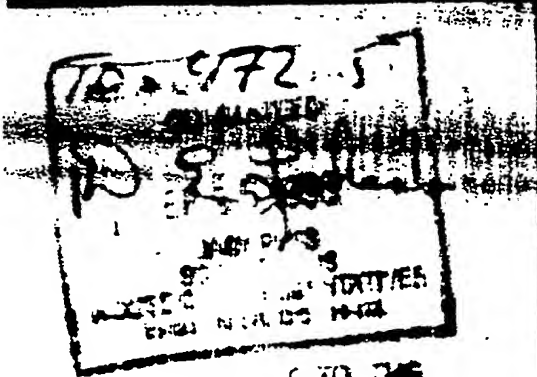
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FOR DEPOSIT TO THE  
ATTORNEY NAMED PAYEE

6571  
579458

120

MIDDLETOWN, OH 45042

Sept 23 1976

RECEIVED

5000.00

Bank of America

LIQUID ASSET ACCOUNT

NOT VALID FOR LESS THAN \$100

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- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/19/93

[redacted] Date of Birth: [redacted] was interviewed at her residence, [redacted] Kentucky, telephone number [redacted]. Also, present during the interview was [redacted]. After being advised of the identity of the interviewing agent and the nature of the interview, [redacted] furnished the following information:

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[redacted] was shown a copy of a \$7,500 check, dated May 1, 1990, payable to former U.S. Congressman DONALD LUKENS signed by WHITESELL. One copy of this check is attached for incorporation herein. While she had not seen the check, [redacted] remembered WHITESELL making a large payment to LUKENS. She thought the payment was a contribution to a political campaign. [redacted] stated that WHITESELL did not want to make the payment to LUKENS and was reluctant about doing so. She recalled that [redacted] pressured WHITESELL into making the payment to LUKENS.

[redacted] was not aware of anything that LUKENS was supposed to do for WHITESELL, [redacted] or CTI in return for the contribution. [redacted] mentioned problems that CTI was having with various regulatory organizations. She stated that WHITESELL and [redacted] had taken loans and advances out of CTI funds. [redacted] speculated that LUKENS might have been able to intercede on behalf of CTI in return for the money he received from WHITESELL. However, she had no direct knowledge that this was the case. [redacted] stated that she was confident that any corrupt action, such as paying a bribe to LUKENS for his political influence, would have been the idea of [redacted] rather than WHITESELL.

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[redacted] stated that she was not aware of any other payments made to LUKENS besides the above-stated payment from WHITESELL.

Investigation on 8/4/93 at [redacted] Kentucky File # 46A-WF-179870 SUB UU - 40

by SA [redacted] :rsq Date dictated 8/6/93

46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED]

, On 8/4/93, Page 2

[REDACTED] advised that [REDACTED] had apparently known LUKENS for some time. LUKENS called the CTI office periodically to talk with [REDACTED]

[REDACTED] informed that, to the best of her knowledge, WHITESELL was never called by LUKENS. She was not aware of WHITESELL ever calling LUKENS. [REDACTED] also could not recall WHITESELL ever meeting with LUKENS. WHITESELL never mentioned to her that he had met with LUKENS or had a conversation with him. Thus, [REDACTED] believed that any relationship among the parties was between [REDACTED] and LUKENS, and that WHITESELL merely knew of LUKENS through [REDACTED]

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[REDACTED] advised that [REDACTED] was the regular receptionist at CTI. [REDACTED] would have knowledge of how often LUKENS called for [REDACTED] and whether LUKENS ever called for WHITESELL.

[REDACTED] stated that she thinks [REDACTED] had some involvement in the murder of WHITESELL. She stated that she did not believe [REDACTED] was brave enough to commit the murder himself. However, she thinks he may have directed someone else to kill WHITESELL. [REDACTED] stated that [REDACTED] stood to profit substantially from WHITESELL's death, since he became the 100 percent owner of BOHECKER'S BUSINESS COLLEGE. [REDACTED] advised that she has no contact with [REDACTED] now. She stated that she is scared of [REDACTED]

[REDACTED] advised that [REDACTED] has a brother named [REDACTED]. She described [REDACTED] brother as big and fat but short.

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May 1 1900

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DEPT. OF AGRICULTURE

WASHINGTON, D. C.

FOR THE

UNITED STATES

DEPARTMENT OF AGRICULTURE

WASHINGTON, D. C.

173

To: 472.5

*[Handwritten signature]*

1990

JOHN KURY  
SEN. AT ARIZ  
HOUSE OF REPRESENTATIVES  
20-221 WASH. DC

ALL DEMANDS AND ALL  
WARRANTS RETURNED PAYEE

205



- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/18/93

[redacted] date of birth (DOB) [redacted]

[redacted] was advised of the identities of the interviewing agents and the nature of the interview. He thereafter voluntarily provided the following information:

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He currently resides at [redacted] Alexandria, Virginia, telephone [redacted]. He previously worked for Congressman DONALD E. "BUZ" LUKENS [redacted]. After leaving Congressman LUKENS' employ in July, 1990 he did campaign work before accepting a position with Congressman [redacted].

[redacted] advised that he obtained employment with Congressman LUKENS through a friend of his, [redacted] who was Congressman LUKENS' Press Secretary. [redacted] subsequently left Congressman LUKENS' employ to accept the position of Press Secretary to Senator STEVE SYMMS, however, returned as LUKENS' Administrative Assistant after he (LUKENS) was charged with having a sexual relationship with a 16 year old girl.

[redacted] advised that after LUKENS was charged with having the sexual relationship with the teenage girl, he (LUKENS) told him [redacted] that he was not guilty and that he could beat the charges. [redacted] stated at first he believed LUKENS but after a few months came to believe LUKENS had lied to him and that he was guilty as charged.

Approximately three weeks before the primary election which was to be held in early May, 1990, he was asked by LUKENS to look into a matter involving a constituent, [redacted] in Ohio. This occurred the day after [redacted] and two individuals had visited LUKENS at his office in Washington.

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[redacted] was involved in the operation of several technical schools in Ohio that were under investigation by the government for running a scam whereby they were defrauding the government of money from student loans. LUKENS instructed him to try to get the government off [redacted] back.

Investigation on 8/17/93 at Washington, D.C. File # 46A-WF-179870 SUB UU  
by SAs [redacted] & [redacted] /CSB:csb Date dictated 8/18/93

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_

, On 8/17/93 , Page 2

\_\_\_\_\_ initially recalled contacting the United States Department of Education (USDOE) concerning their investigation of \_\_\_\_\_ schools, Cambridge Technical Institute (CTI) and Boheckers Business Schools. He stated he initially contacted the USDOE in Washington, D.C., but was referred to a USDOE office in Ohio. He recalled speaking to a woman at the USDOE in Ohio. When asked whether the name \_\_\_\_\_ was familiar to him, \_\_\_\_\_ stated "yes" and indicated that this was the individual at the USDOE that he spoke to. \_\_\_\_\_ also recalled speaking to a woman at the Legal Aid Society in Ohio. When asked whether the name \_\_\_\_\_ was familiar to him, \_\_\_\_\_ indicated "yes", that this was the individual at Legal Aid whom he spoke to. He recalled that the Legal Aid Society brought a lawsuit against CTI on behalf of a student or group of students who had attended CTI. \_\_\_\_\_ stated that \_\_\_\_\_ was extremely critical of \_\_\_\_\_ describing him as a "scumbag" and indicating that he was perpetrating a large-scale fraud against the government and that CTI had one of the highest student loan default rates in the country.

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He advised that \_\_\_\_\_ initially was calling him every day to find out whether he had been successful in stopping the Legal Aid suit and claimed that the school was running a legitimate program. \_\_\_\_\_ wanted \_\_\_\_\_ to put pressure on the Legal Aid people to stop their investigation, as he \_\_\_\_\_ felt if the Legal Aid people were contacted by a congressman's office, they would "back off". He stated on one occasion \_\_\_\_\_ became agitated with him and told him that if he \_\_\_\_\_ could not handle this matter, he knew somebody who could. He stated that, after a while, he got tired of \_\_\_\_\_ calls and told \_\_\_\_\_ how he \_\_\_\_\_ was harassing him. \_\_\_\_\_ told him \_\_\_\_\_ to stop taking \_\_\_\_\_ calls, which he did. He stated that early on, LUKENS would inquire approximately once a week how he was doing handling the \_\_\_\_\_ matter.

\_\_\_\_\_ stated that after speaking to \_\_\_\_\_ USDOE, and \_\_\_\_\_ Legal Aid Society, on several occasions, he became convinced that his (LUKENS') office should not be interfering in this matter and that \_\_\_\_\_ and his schools seemed to be in serious trouble. He stated he informed LUKENS of his belief and the fact that they should have no

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46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 8/17/93, Page 3

further involvement in this matter, however, stated LUKENS "didn't take no well for an answer".

LUKENS felt that if he could get an appeal heard for his conviction in connection with his sexual relationship with the minor girl in Ohio, he could win the appeal and also win the campaign. After LUKENS lost the primary, however, he stated they became "lame ducks" and solving \_\_\_\_\_ problems took on less importance to him \_\_\_\_\_. He added that even LUKENS seemed to lose interest in the matter. He does not believe that LUKENS himself ever contacted the USD OE or Legal Aid Society on \_\_\_\_\_ behalf. b6 b7C

Shortly before the primary election he was told by either LUKENS or \_\_\_\_\_ that \_\_\_\_\_ of Ohio was going to give or lend LUKENS approximately \$20,000 and shortly thereafter \_\_\_\_\_ and two other individuals came into LUKENS' office. He stated he did not know \_\_\_\_\_ having never met him in person, however, another staff member pointed him out. \_\_\_\_\_ stated he was under the impression that the money \_\_\_\_\_ gave or loaned LUKENS would not be repaid.

\_\_\_\_\_ stated he received the impression that \_\_\_\_\_ was not the "head" guy or owner of the school and was merely entrusted with solving this problem. He stated he also received the impression that \_\_\_\_\_ boss or bosses may have had organized crime connections.

He advised that LUKENS' campaign committee funds were totally depleted and that they had no money for radio advertising, posters, etcetera. Immediately after LUKENS received the money from \_\_\_\_\_, he loaned his campaign committee \$20,000. At the time, \_\_\_\_\_ advised he knew little about campaign matters and believed the \$20,000 loan by LUKENS to his campaign to be legitimate. \_\_\_\_\_ stated he assumed this money had come from \_\_\_\_\_ and that \_\_\_\_\_ was buying LUKENS' influence in the USD OE and Legal Aid matters. He stated this money was used for radio broadcasting and printing campaign signs. He stated on several occasions when speaking to \_\_\_\_\_ on the telephone, \_\_\_\_\_ would start to speak about the money he had given LUKENS, however, he \_\_\_\_\_ would cut him off, as he didn't want to know about anything that might be illegal. He advised that he had never before seen such b6 b7C

46A-WF-179870

Continuation of FD-302 of [REDACTED]

, On 8/17/93 , Page 4

influence buying on Capitol Hill so openly exhibited as in this case.

He advised that he maintained no permanent notes nor prepared any correspondence regarding his contacts with the USDOE or Legal Aid Society, nor is he aware of any written correspondence being exchanged between [REDACTED] CTI or LUKENS' office. He stated all contacts regarding this matter were done telephonically.

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[REDACTED] advised he never personally was introduced to [REDACTED] and only saw him on the one occasion that [REDACTED] visited LUKENS office and another staff member pointed him out. He advised that he is not knowledgeable how [REDACTED] and LUKENS knew each other. He has never met nor has he ever heard of the name HENRY WHITESELL.

[REDACTED] advised that he left LUKENS' employ before the 4th of July weekend in 1990. He stated that [REDACTED] took over the handling of the [REDACTED] matter upon his departure. He provided [REDACTED] current employment as the National Association of Manufacturers, Washington, D.C., telephone [REDACTED]

During his employ with LUKENS, [REDACTED] advised he heard stories about LUKENS involvement with "hookers". He stated he was told that LUKENS used to leave money in an envelope with the guard at the front desk of the House office building where LUKENS had his office for women to pick up. He added that young black women constantly called LUKENS office. [REDACTED] advised that LUKENS was forced to resign in 1990 after being accused of fondling a young black female elevator operator in the Cannon House Office building.

[REDACTED] stated that after LUKENS was diagnosed with cancer, he ran up large bills on all of his credit cards, as he believed he was going to die. He added that LUKENS never had any cash and would often borrow \$10 from a member of his staff, which he usually paid back.

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He advised that LUKENS' campaign manager, [REDACTED] was a "straight arrow" who hounded LUKENS about paying off his credit card bills. He stated that it would not surprise him [REDACTED] if LUKENS did not tell [REDACTED] where the \$20,000 he loaned his campaign came from, however, would also not be surprised if

46A-WF-179870

Continuation of FD-302 of [REDACTED]

, On 8/17/93 , Page 5

[REDACTED] did not inquire as to the nature of the funds because he did not want to know if they were illegal. [REDACTED] stated that [REDACTED] was a nobody until he became LUKENS' Chief of Staff in the Hamilton, Ohio office and would not have wanted to jeopardize his position by asking LUKENS too many questions. [REDACTED] stated that LUKENS and [REDACTED] resided together for a time in Middletown, Ohio. He stated that [REDACTED] LUKENS former Executive Assistant, handled some of LUKENS' personal finances here in Washington.

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At about the same time or shortly after the primary, LUKENS bought a used yellow Mercedes. [REDACTED] does not know where LUKENS got the money for this purchase. He heard that this car was stolen earlier this year. [REDACTED] advised that LUKENS' sister, [REDACTED] worked for former Congressman BOB MC EWEN of Ohio. He stated his mother lives in Harveysburg, Ohio.

[REDACTED] stated that he is not knowledgeable as to where the records or computer in LUKENS' office were sent after he resigned. He advised that the computer was used solely for the purpose of doing voluminous mailings. He stated that he is not aware of the private line number in LUKENS' Cannon House office but stated that LUKENS' successor, Congressman JOHN BOEHNER, currently occupies LUKENS' old office and may utilize the same telephone number. He added that the House Administration Committee may be able to provide LUKENS' private line number when in office as they handle all telephone lines.

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He concluded by advising that he could be reached through his mother's address at [REDACTED] Germantown, Maryland, 20876, or through an answering machine located at his mother's residence, telephone [REDACTED]. He believes [REDACTED] is currently residing in northern Virginia although he is not knowledgeable of her current employment.

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/23/93[redacted] date of birth (DOB) [redacted]  
[redacted]

[redacted] was advised of the identities of the interviewing agents and the nature of the interview. He thereafter voluntarily provided the following information:

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He currently resides at [redacted] Alexandria, Virginia, telephone [redacted] He was employed [redacted] former Congressman DONALD E. "BUZ" LUKENS from [redacted] when he was [redacted] He maintained this position until Congressman LUKENS resigned in approximately October, 1990.

[redacted] advised that he obtained employment with Congressman LUKENS through friends. While attending American University he worked for a congressman from Illinois, became friends with several members of LUKENS' staff and expressed an interest in seeking employment in their office. He was interviewed by [redacted] LUKENS' former Administrative Assistant (AA), who offered him a position.

After LUKENS lost the primary election in approximately May, 1990, [redacted] who was in charge of all the Legislative Assistants in LUKENS' office, left to do some campaign work in Hawaii. He [redacted] took over [redacted] job until LUKENS left office.

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He stated that after LUKENS lost the primary, his (LUKENS) main interest was in doing the best he could for his constituents during his remaining days in office. He added that the number of constituent requests diminished after the primary.

[redacted] recalled that during 1990, [redacted] was involved with a constituent named [redacted] who ran a technical school named Cambridge. He stated Cambridge Technical

Investigation on 8/20/93 at Washington, D.C. File # 46A-WF-179870  
by SAs [redacted] /CSB:csb Date dictated 8/23/93

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 8/20/93, Page 2

Institute (CTI) was under investigation by the USDOE and he believes their (LUKENS') office was trying to intercede with the USDOE on his \_\_\_\_\_ behalf.

He stated that his knowledge of \_\_\_\_\_ and CTI comes from what \_\_\_\_\_ has told him. He stated that \_\_\_\_\_ often would get off the telephone after speaking with \_\_\_\_\_ and be very frustrated, as \_\_\_\_\_ was demanding and difficult to deal with.

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\_\_\_\_\_ recalled that \_\_\_\_\_ visited Congressman LUKENS' office on one or two occasions, once by himself and once with his wife. He believes \_\_\_\_\_ was tasked with picking \_\_\_\_\_ up at the airport on one of his visits and thinks that he \_\_\_\_\_ and \_\_\_\_\_ may have gone out for a drink at Bullfeathers. He described \_\_\_\_\_ as short, stocky, and possessing dark hair and a beard. When \_\_\_\_\_ came into LUKENS' office, LUKENS introduced \_\_\_\_\_ to him and the other staff members. He recalls \_\_\_\_\_ wife as being blond. He never discussed CTI or its problems with \_\_\_\_\_. He recalls these visits by \_\_\_\_\_ as occurring before the primary election.

\_\_\_\_\_ stated he is unaware of \_\_\_\_\_ paying LUKENS any money or contributing to LUKENS' campaign. He has no knowledge of LUKENS making any contacts with the USDOE on \_\_\_\_\_ or CTI'S behalf. He stated he never discussed \_\_\_\_\_ or CTI'S problems with the USDOE with LUKENS and is unaware of their (LUKENS' office) successfully intervening in the USDOE audit. \_\_\_\_\_ was asked if he had any knowledge of a lawsuit that was brought against CTI by the Legal Aid Society in Ohio. \_\_\_\_\_ stated the "Legal Aid Society" sounded familiar to him but he was unaware of any further details regarding its involvement with CTI.

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On one occasion, \_\_\_\_\_ recalls a friend of LUKENS, a woman named \_\_\_\_\_ who was married to \_\_\_\_\_ and worked at the USDOE, contacted LUKENS office. He \_\_\_\_\_ took the call as LUKENS was unavailable. \_\_\_\_\_ told \_\_\_\_\_ that the USDOE was investigating CTI and \_\_\_\_\_ whom \_\_\_\_\_ described as a shady character, and that Congressman LUKENS should not have anything to do with them. \_\_\_\_\_ told \_\_\_\_\_ he would pass this message on to Congressman LUKENS. He stated he

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Continuation of FD-302 of [REDACTED]

, On 8/20/93, Page 3

passed this information on to [REDACTED] LUKENS' Administrative Assistant.

[REDACTED] stated he has never heard the name HENRY WHITESELL and was unaware of [REDACTED] having a business partner. He stated he is aware of another investigation regarding Congressman LUKENS which involved an individual named [REDACTED] and has been contacted by Special Agent (SA) [REDACTED] of the FBI.

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He advised that just before LUKENS' primary campaign in May, 1990, he and several other staff members traveled to Ohio to try to secure votes. He stated he recalls that they had a hard time raising money for the campaign and that they spent more money during the last few days before the primary than they previously had, however, this last minute spending was planned. [REDACTED] is unaware of LUKENS' campaign receiving a large sum of money shortly before the primary.

[REDACTED] stated that LUKENS and his attorneys felt if they could get an appeal before the primary on his conviction for having a sexual relationship with a minor, he could win and if he could win the appeal, he could win the primary. The appeal, however, was not granted until after the primary and was subsequently lost.

He advised that telephonic inquiries by constituents were generally handled by their (LUKENS') office over the telephone and no written communications were prepared. If a constituent sent a letter to their office, they would send a written response acknowledging same and might follow-up with a second letter advising of the results of their efforts to handle the constituent's problem, suggestion, etcetera.

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When LUKENS resigned in the Fall of 1990, [REDACTED] advised that he [REDACTED] and [REDACTED] (LUKENS' personal secretary) boxed up his (LUKENS) personal possessions and LUKENS took them back to his apartment in Washington, D.C. He is not sure where the office records were sent and believes they may have been left to his successor.

[REDACTED] concluded the interview by advising that [REDACTED] currently works for Congressman JIM SAXTON of New Jersey and [REDACTED] LUKENS' former appointments secretary, works



46A-WF-179870

Continuation of FD-302 of

[Redacted]

, On 8/20/93, Page 4

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for the Business Roundtable in Washington, D.C. He does not know  
where [Redacted] is currently employed or residing.

C-9

/READ/MRI 1923/231  
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ZNR UUUUU

R 192338Z AUG 93

FM FBI CLEVELAND (46A-WF-179870) (ARA) (P)

TO FBI WMFO (46A-WF-179870 SUB UU)/ROUTINE/

BT

UNCLAS

CITE: //3170:3905//

FA33: WMFO, C-9, SA [REDACTED]

SUBJECT: BIG BOUNCE; MAJOR CASE #55; FAG; OO: WMFO.

RE WF TELETYPE TO CV, DATEI 2/2/93, AND TRAVEL OF SA

[REDACTED] TO THE CV DIVISION ON 8/3/93.

THE CLEVELAND DIVISION CONDUCTED A CHECK OF PROPERTY  
RECORDS CONCERNING 1310 WOODBEND, RAVENNA, OHIO. THIS CHECK  
REVEALED THAT THIS ADDRESS IS DESIGNATED AS SPRINGTREE LOT #1,  
CURRENTLY OWNED BY [REDACTED] THE PROPERTY WAS PURCHASED  
ON 5/21/92, FROM [REDACTED] HUSBAND AND WIFE,  
AND [REDACTED] HUSBAND AND WIFE, FOR \$115,000.

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46A-WF-179870 UU-43

|                          |         |
|--------------------------|---------|
| SEARCHED                 | INDEXED |
| SERIALIZED               | FILED   |
| AUG 2 1993               |         |
| FBI - WASH. FIELD OFFICE |         |

PAGE TWO DE FBICU 0000000000

THIS INFORMATION IS RECORDED IN PORTAAGE COUNTY DEED BOOK  
VOLUME 1126, PAGE 195. A MORTGAGE FOR THE PROPERTY WAS  
LOCATED IN MORTGAGE DEED BOOK VOLUME 1364, PAGE 908,  
REFLECTING A MORTGAGE FOR [REDACTED] WITH NATIONAL CITY BANK, NE,  
1177 EAST MARKET STREET, AKRON, OHIO, IN THE AMOUNT OF  
\$92,000. THIS MORTGAGE WAS RECORDED ON 5/21/92, AND IS DUE  
AND PAYABLE IN FULL ON 6/1/99.

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RECORDS IN THE PORTAGE COUNTY TREASURER'S OFFICE DISCLOSE  
THAT THE MARKET VALUE OF THE ABOVE-MENTIONED PROPERTY IS  
\$134,500. TAXES ARE PAID EVERY SIX MONTHS IN AMOUNT OF  
\$994.95. THE TAX BILL FOR THE PROPERTY IS SENT TO  
TRANSAMERICA REAL ESTATE TAX SERVICE, 1105 SCHROCK ROAD, SUITE  
437, COLUMBUS, OHIO. THIS COMPANY IS A CLEARINGHOUSE SERVICE.

INVESTIGATION AT AKRON, OHIO CONTINUING.

BT

#0005

NNNN

[redacted]  
WMFO 46A-WF-179870 Sub AA  
WMFO 46A-WF-179870 Sub UU  
WMFO 46A-WF-179870 Sub ZZ

On July 12, 1993, [redacted] provided the following information to Special Agent (SA) [redacted]

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Source recalled that former U.S. Congressman DONALD "BUZ" LUKENS was a conservative Republican. LUKENS served in the House of Representatives during the late 1960s and early 1970s. He left Congress but returned to the House of Representatives around the mid-1980s. Source commented that "all of his (LUKENS') troubles started" during his second stint in Congress. LUKENS' problems included alleged sexual misconduct involving a 16-year old girl. Source advised that LUKENS lost his seat in the House of Representatives as a result of the sex scandal. LUKENS did not finish his last term the House. He resigned when the House Ethics Committee was just about to launch an investigation into additional allegations of sexual misconduct by LUKENS.

Source described LUKENS as cordial. LUKENS remained friendly to people even after his legal troubles began. However, source mentioned that LUKENS has a temper.

Source stated that if LUKENS had asked [redacted] for assistance, [redacted] probably would have tried to help him. [redacted] did not care whether a Congressman was a Democrat or a Republican. If the opportunity was available, [redacted] would provide favor for Congressman in order to establish influence with them.

Source informed that, in [redacted] flag case business, [redacted] used employees of the House to make the flag cases and used his staff to deliver them to buyers. [redacted] also used the House Stationery Store to sell the cases. Source commented that the aforementioned actions by [redacted] apparently violated House rules.

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Source advised that [redacted] still regularly works out at the House gymnasium. [redacted] also spends a lot of is time in the country.

Source informed that Federal judge ABNER MIKVA is "still a presence on Capitol Hill." MIKVA is from Illinois and is friends with Illinois Congressman DAN ROSTENKOWSKI. Source advised that MIKVA may have taken steps to expunge the criminal record of a drug dealer so that person could get a job on Capitol Hill. Source mentioned that ROSTENKOWSKI used his secretary to do a lot of his "dirty work" for him.

Source advised that lobbyist [redacted] is attempting to get a new communications system going in California.

[REDACTED]

[REDACTED] reported that former U.S. Congressman TONY b7D  
COEHLO is in the process of buying a big estate in Rehobeth.  
COEHLO also sold his residence in Annandale, Virginia and  
purchased a three story townhouse in Alexandria on the water.

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/30/93

[redacted] District Representative, Congressman JOHN A. BOEHNER, 5617 Liberty-Fairfield Road, Hamilton, Ohio, telephone [redacted] was telephonically advised of the identity of the interviewing agent and the nature of the interview. She thereafter provided the following information:

[redacted] Congressman LUKENS. [redacted] February, 1990, when LUKENS decided to run for re-election. [redacted] stated she did not feel she could support LUKENS in his bid for re-election because of the incident that occurred with the underage girl in Ohio.

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[redacted] advised that any files regarding case work in LUKENS' Ohio district that were pending when LUKENS resigned, would most likely have been turned over to Congressman BOEHNER's office for resolution. She stated examples of these types of cases would have involved matters dealing with the Social Security Administration or Veterans Administration and were referred to as "constituent work".

She advised that a review of Congressman BOEHNER's files reflected no record of any file regarding Cambridge Technical Institute (CTI), but did reflect a file for [redacted]. [redacted] reviewed this file and advised the writer that this file contained documentation regarding their office's efforts to help [redacted] obtain a passport and visa between 6/25/90 and 10/10/90. She stated there was a reference in the file to the fact that in October, 1990, LUKENS wanted to get in touch with [redacted] but was unsuccessful. She stated the file contained no information regarding CTI.

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[redacted] recalled that she had seen [redacted] in their office on one occasion and described him as "weird". SA [redacted] asked [redacted] why she considered [redacted] "weird", to which she responded that for a businessman he appeared strange and "scruffy looking".

Investigation on 8/30/93 at Falls Church, Virginia File # 46A-WF-179870 - *Sub W*  
by SA [redacted] csb Date dictated 8/30/93 - *45*

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 8/30/93, Page 2

She advised that after LUKENS resigned, the House Administration Office ran his (LUKENS') office.

\_\_\_\_\_ concluded by advising that she has no knowledge as to where records maintained in LUKENS' office on Capitol Hill were sent upon his resignation, but would inquire of \_\_\_\_\_

\_\_\_\_\_ BOEHNER's Chief of Staff, and re-contact the writer.

She also stated that \_\_\_\_\_ the former Administrative Assistant to Congressman LUKENS, may have knowledgeable as to where the records were sent upon LUKENS' resignation.

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- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/16/93

[redacted] was interviewed at his place of employment, BOHECKER'S BUSINESS COLLEGE (BBC), 161 East Main Street, Ravenna, Ohio, telephone numbers [redacted] and [redacted]. [redacted] identified himself as the President and owner of BBC. [redacted] was advised of the identities of the interviewing agents and that the interview concerned issues relating to former U.S. Congressman DONALD LUKENS which had arisen during the FEDERAL BUREAU OF INVESTIGATION's inquiry into the disbursing office for the Sergeant-At-Arms for the U.S. House of Representatives, also known as the HOUSE BANK. [redacted] then voluntarily provided the following information:

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[redacted] advised that he had known LUKENS since 1966. [redacted] parents, [redacted] and [redacted] of Middletown, Ohio, regularly contributed to LUKENS' election campaigns and [redacted] himself contributed to LUKENS' 1970 campaign for Governor of Ohio. [redacted] mother worked on some of LUKENS' campaigns. [redacted] attended camps sponsored by LUKENS for teenage Republicans. Around 1967, LUKENS introduced [redacted] to RICHARD NIXON and got him an autographed copy of the book FIRST CRISIS. [redacted] stated he "worshipped the ground he (LUKENS) walked on." [redacted] often referred to LUKENS as "BUZ."

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[redacted] informed that, when he was growing up, he was good friends with [redacted] LUKENS' nephew. Around 1966, LUKENS was living with his sister, [redacted] mother. [redacted] would stay over with [redacted] during which times he would often see LUKENS.

[redacted] advised that he got married during 1976. LUKENS sent he and his fiancée a candle with their wedding invitation as a gift. [redacted] recalled that LUKENS was married to a Japanese woman at that time. [redacted] mentioned that he still gets Christmas cards from LUKENS.

Investigation on 8/3/93 at Ravenna, Ohio File # WMFO 46A-WF-179870 SUB UU  
by SA [redacted] JR:gna Date dictated 8/4/93



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Continuation of FD-302 of \_\_\_\_\_, On 8/3/93, Page 2

\_\_\_\_\_ was questioned concerning a \$7500 check that he wrote to LUKENS on 5/1/90. One copy of the \$7500 check is attached for incorporation herein. \_\_\_\_\_ was shown a copy of the \$7500 check to LUKENS. He verified that he had written the check and confirmed the signature as his.

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\_\_\_\_\_ advised that, at the time of the \$7500 payment, LUKENS was running in a primary election for a seat in the U.S. House of Representatives. \_\_\_\_\_ stated that the \$7500 check was a loan to LUKENS for his campaign. He advised that LUKENS initiated the transaction. \_\_\_\_\_ specifically stated that LUKENS "bugged the piss out of him" until \_\_\_\_\_ provided him with money for his campaign. LUKENS persistence lasted three to four weeks until \_\_\_\_\_ relented.

\_\_\_\_\_ described LUKENS at the time as being "frantic". LUKENS was also battling criminal charges of sexual misconduct at that time. However, LUKENS decided to run for reelection to congress thinking he could "beat the image" he had established for himself. LUKENS apparently thought he could win the election if he obtain enough financial support. LUKENS also talked to

\_\_\_\_\_ mother to obtain her assistance to persuade him to provide funding to LUKENS reelection campaign. \_\_\_\_\_ mother contacted him and encouraged him to help LUKENS. \_\_\_\_\_ mentioned that LUKENS also went through attorney \_\_\_\_\_ in his attempts to obtain money for his campaign from \_\_\_\_\_

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\_\_\_\_\_ advised that LUKENS convinced him to meet personally with him in Lebanon, Ohio. The meeting lasted about 10 to 15 minutes. In attendance at the meeting were \_\_\_\_\_ LUKENS, and \_\_\_\_\_ one of LUKENS' assistants. During the meeting, \_\_\_\_\_ provided LUKENS with the above-stated \$7500 check.

\_\_\_\_\_ reiterated that the \$7500 payment was a loan for LUKENS' campaign. \_\_\_\_\_ was questioned concerning the terms of the loan. He stated that no interest rate or collateral were discussed. With regard to repayment terms, LUKENS simply told \_\_\_\_\_ that "he'd get it back".

\_\_\_\_\_ initially said that there was no written loan agreement between LUKENS and himself. He then stated that LUKENS may have signed an agreement drawn up by \_\_\_\_\_ advised that LUKENS may have made some small payments on the loan. However, any such payments quickly ceased. \_\_\_\_\_ informed that virtually the entire \$7500 loan amount remains

WMFO 46A-WF-179870 SUB UU

Continuation of FD-302 of \_\_\_\_\_, On 8/3/93, Page 3

outstanding at the present time. \_\_\_\_\_ indicated that he does not expect repayment of the \$7500 from LUKENS in the future. \_\_\_\_\_ commented that, at the time he made the \$7500 payment to LUKENS, he was doing very well financially and could easily afford to part with that amount of money without getting it back.

\_\_\_\_\_ advised that LUKENS lost his reelection bid. \_\_\_\_\_ stated that, after LUKENS lost, he would sometimes give LUKENS \$500 or \$1000 to help him with his expenses. \_\_\_\_\_ also volunteered that he loaned LUKENS \$2000 to \$3000 after LUKENS left congress.

\_\_\_\_\_ was questioned regarding a \$2500 check that he wrote to LUKENS on 6/18/90. One copy of the \$2500 check is attached for incorporation herein. \_\_\_\_\_ was shown a copy of the \$2500 check to LUKENS. He verified that he had written the check and confirmed his signature. \_\_\_\_\_ stated LUKENS was experiencing financial problems at the time and could not pay his rent. \_\_\_\_\_ mentioned that LUKENS had "pinched a black elevator operator in the ass" and that this incident had triggered another investigation into allegations of misconduct by LUKENS. \_\_\_\_\_ advised that LUKENS harassed him until he agreed to make the \$2500 payment to him. \_\_\_\_\_ characterized the \$2500 check as a gift to LUKENS. LUKENS has not repaid the \$2500. b6 b7C

\_\_\_\_\_ was questioned concerning a \$5000 check that he wrote to LUKENS on 8/20/90. One copy of the 8/20/90 \$5000 check is attached for incorporation herein. \_\_\_\_\_ was shown a copy of the \$5000 check. He verified that he had written the check and confirmed his signature. \_\_\_\_\_ again stated that LUKENS was experiencing financial difficulties. He indicated that the \$5000 payment was to help LUKENS cover his day-to-day financial obligations. \_\_\_\_\_ could not recall whether the \$5000 payment was considered a loan or a gift to LUKENS. He did not know whether \_\_\_\_\_ had produced or retained any documents pertaining to the transaction. LUKENS did not repay the \$5000 to \_\_\_\_\_. \_\_\_\_\_ was asked about his motivation for making the \$5000 payment to LUKENS. \_\_\_\_\_ stated that LUKENS was a very persistent person and kept calling him until he provided LUKENS with money. \_\_\_\_\_ also said that he \_\_\_\_\_ was earning a salary of about \$250,000 per year from CAMBRIDGE TECHNICAL INSTITUTE b6 b7C

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Continuation of FD-302 of [REDACTED], On 8/3/93, Page 4

(CTI) at the time. Thus, \$5000 was not a large sum of money to him.

[REDACTED] was asked about a second \$5000 check that he wrote to LUKENS on 9/23/90. One copy of the 9/23/90 \$5000 check is attached for incorporation herein. [REDACTED] was shown a copy of the 9/23/90 \$5000 check. He acknowledged that he had written the check and confirmed the signature as his.

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[REDACTED] recalled that he and his wife and kids had traveled to Washington, D.C. for a visit. While they were in Washington, LUKENS talked with [REDACTED] wife, [REDACTED]. [REDACTED] stated that, by that point, LUKENS had stopped talking to him to ask for money. However, LUKENS spoke with [REDACTED] wife to solicit money. LUKENS convinced her that he would be thrown out of his apartment if he did not get some money soon to pay the rent. [REDACTED] commented that his wife thought very highly of LUKENS. [REDACTED] wife ultimately persuaded him to make the \$5000 payment to LUKENS on 9/23/90. [REDACTED] indicated that the second \$5000 payment was a gift and advised that the money had not been repaid by LUKENS.

[REDACTED] was asked whether LUKENS performed any services or provided anything of value in return for the aforementioned four payments from [REDACTED] totalling \$20,000. [REDACTED] claimed that LUKENS did not do anything significant in return for the money. [REDACTED] mentioned that he took his family to Washington, D.C. on several occasions. He also stated that he used to teach high school history and sometimes would take his classes on field trips to Washington. When [REDACTED] traveled to Washington, he would often meet LUKENS. LUKENS would treat [REDACTED] and his family or classes very well. LUKENS would obtain tickets to various tourist attractions such as the White House, the Smithsonian Museum, and the U.S. Mint.

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[REDACTED] would also occasionally go to LUKENS' office when in Washington. Additionally, [REDACTED] mentioned LUKENS providing him with tickets to inaugurations. [REDACTED] stated that, if he wanted LUKENS to come to his school or speak at a graduation, LUKENS would do it for him. [REDACTED] further stated that his youngest son was interested in airplanes, and LUKENS arranged a guided tour for him at the NATIONAL AIR AND SPACE MUSEUM in Washington. [REDACTED] stated that he could call LUKENS' office anytime and speak directly with LUKENS. He occasionally met personally with LUKENS at LUKENS' office. [REDACTED] asserted that he did not ask for or receive anything from LUKENS other

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Continuation of FD-302 of [REDACTED], On 8/3/93, Page 5

than the foregoing gratuities. [REDACTED] commented that his relationship with LUKENS was great to "impress the shit out of people."

[REDACTED] advised that his brother was in the MARINE CORP. Around 1969, the Marines tried to discharge him because he had a bad knee. LUKENS interceded on [REDACTED] brother's behalf and helped him stay in the Marines.

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[REDACTED] was asked whether LUKENS ever helped him in a business capacity, such as by perhaps making a call on his behalf. [REDACTED] admitted that, on one occasion, LUKENS made a call to the U.S. DEPARTMENT OF EDUCATION (DOE) on behalf of CAMBRIDGE TECHNICAL INSTITUTE (CTI). [REDACTED] stated that the call by LUKENS to DOE took place "way before" he made any of the above-stated loans/payments totalling \$20,000 to LUKENS.

[REDACTED] said that the call did not do any good. [REDACTED] stated that, after he made the loans/payments to LUKENS, he never asked him (LUKENS) to do anything for him. [REDACTED] stated the call made by LUKENS to DOE was on behalf of his employer at CTI, HENRY WHITESELL. [REDACTED] claimed that he did not know what the call was about or what was going on at CTI that necessitated a call to DOE by LUKENS. [REDACTED] thought that WHITESELL talked to LUKENS directly and requested that LUKENS contact DOE. [REDACTED] claimed to have no knowledge of any situation involving WHITESELL or CTI which might have merited intervention by LUKENS.

[REDACTED] was questioned concerning WHITESELL's relationship with LUKENS. [REDACTED] advised that he had introduced WHITESELL to LUKENS. WHITESELL thought LUKENS was "okay". [REDACTED] then said that WHITESELL might have met LUKENS prior to his introduction.

[REDACTED] was questioned regarding a \$7500 check, dated 5/1/90, payable to LUKENS from WHITESELL. One copy of the \$7500 check from WHITESELL to LUKENS is attached for incorporation herein. [REDACTED] claimed to have no knowledge of the \$7500 check to LUKENS from WHITESELL. He stated that, despite the 5/1/90 date, WHITESELL's check was not provided to LUKENS in conjunction with his [REDACTED] \$7500 check also dated 5/1/90. [REDACTED] did not know why WHITESELL made the \$7500 payment to LUKENS but speculated that it might have been a contribution to his campaign. [REDACTED] stated that, during

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Continuation of FD-302 of [REDACTED], On 8/3/93, Page 6

his 1990 reelection campaign, LUKENS asked [REDACTED] for the identities of persons that he might contact to solicit campaign contributions. [REDACTED] gave LUKENS about 10 names. WHITESELL may have been one of the names that [REDACTED] furnished to LUKENS. [REDACTED] stated that LUKENS probably contacted WHITESELL directly about the matter which resulted in WHITESELL's \$7500 payment to LUKENS on 5/1/90. [REDACTED] advised that several other CTI employees made contributions to LUKENS' campaign in amounts ranging from \$50 to \$100.

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[REDACTED] stated that he was not aware of LUKENS doing anything for WHITESELL in return for the above-stated \$7500 payment. [REDACTED] stated that, by 5/1/90, LUKENS no longer had any power due to the various troubles surrounding him. [REDACTED] commented that, at that point, LUKENS was incapable of doing anything to help them (apparently meaning WHITESELL and himself).

[REDACTED] was asked about the murder of WHITESELL in October, 1990. [REDACTED] stated that he felt that WHITESELL's murder was related to his gambling activities. [REDACTED] advised that he never discussed WHITESELL's murder with LUKENS.

[REDACTED] was asked if he made any other payments to LUKENS in addition to the above-stated four checks totalling \$20,000. [REDACTED] advised that he gave LUKENS money in amounts of around \$50 on a few occasions and also bought dinners for LUKENS. [REDACTED] stated that he thought LUKENS was "great" until after he loaned him money. [REDACTED] advised that, prior to the four payments he made to LUKENS totalling \$20,000, his parents had been contributors to LUKENS' campaigns. However, [REDACTED] stated that his father now hates LUKENS as a result of LUKENS' arrest and conviction in Columbus, Ohio, for sexual misconduct involving a black teenage girl.

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[REDACTED] advised that LUKENS resigned his congressional seat prior to the expiration of his term. [REDACTED] stated that the BLACK CAUCUS went after LUKENS and basically forced him out of congress. Shortly after LUKENS' resignation, [REDACTED] and his wife met LUKENS in Washington, D.C. LUKENS told them that the black elevator operator (who was the subject of additional allegations of sexual misconduct by LUKENS) had encouraged him to make advances toward her.

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Continuation of FD-302 of [REDACTED], On 8/3/93, Page 7

[REDACTED] stated that he talked with LUKENS during 1991, a few months after he had left congress. [REDACTED] proposed that LUKENS could do some work for him. LUKENS said he would do consulting work for [REDACTED]. However, [REDACTED] stated he never asked for LUKENS' advice about anything, and LUKENS did not perform any consulting work for him. [REDACTED] stated that LUKENS did not work for him in any capacity. [REDACTED] commented later that LUKENS "wouldn't go to work."

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[REDACTED] informed that [REDACTED] (phonetic) was giving LUKENS money "left and right." [REDACTED] identified [REDACTED] as a former prosecuting attorney in Warren County, Ohio. [REDACTED] advised that, at one point, LUKENS tried to get him involved in a situation with [REDACTED] involving airplanes. [REDACTED] stated that [REDACTED] was also aware of LUKENS reluctance to work. [REDACTED] had also tried unsuccessfully to get LUKENS to work. [REDACTED] and [REDACTED] had talked a couple of times about the situation.

[REDACTED] recalled an instance when he and his family met LUKENS after LUKENS had left Congress. LUKENS transported [REDACTED] and his family around in a Mercedes automobile that he had recently purchased. Seeing LUKENS driving the Mercedes irritated [REDACTED] because he knew that he had been giving LUKENS money for his expenses and LUKENS had gone and bought a fancy car. [REDACTED] also commented that, "BUZ can con you. He knows which buttons to press."

[REDACTED] advised that LUKENS suffered from cancer around the early 1980's. [REDACTED] talked with LUKENS on several occasions during the period he was battling cancer. He said that LUKENS was "rapidly changing" when he had cancer. [REDACTED] stated that LUKENS thought he was going to die from the cancer. As a result, LUKENS went out and "screwed everything he could get his hands on." This philosophy led to LUKENS later problems involving allegations of sexual misconduct.

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[REDACTED] stated that, during LUKENS' first tenure as a U.S. Congressman during the 1960's and 1970's, he failed to file some type of campaign finance report. LUKENS was then prohibited from running for congress. LUKENS became a member of the Ohio State Senate. [REDACTED] commented that he would often visit LUKENS in Columbus, Ohio, during the period that LUKENS was an Ohio State Senator.

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Continuation of FD-302 of [REDACTED], On 8/3/93, Page 8

[REDACTED] informed that LUKENS may have helped an individual named [REDACTED] with a Social Security matter on one occasion.

[REDACTED] advised that the last time he talked to LUKENS was sometime during 1991. LUKENS called him "out of left field." [REDACTED] stated that he does not take LUKENS' calls anymore.

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[REDACTED] was questioned concerning his knowledge of campaign laws which limit contributions to \$1000 per candidate per election. [REDACTED] responded that the \$7500 payment he made to LUKENS on 5/1/90 was a personal loan, and LUKENS could use the funds any way he chose to. [REDACTED] stated that he had \$150,000 in his bank account at the time he wrote the \$7500 check to LUKENS. [REDACTED] maintained that he was not compensated or reimbursed from any source for any of the payments he made to LUKENS.

The following biographical data was obtained through interview and observation of [REDACTED]

NAME:

RACE:

WHITE

SEX:

MALE

DOB:

POB:

MIDDLETOWN, OHIO

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SSAN:

CURRENT ADDRESS:

CURRENT TELEPHONE  
NUMBER:

EMPLOYMENT:

WMFO 46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED], On 8/3/93, Page 9

EDUCATION:

WIFE:

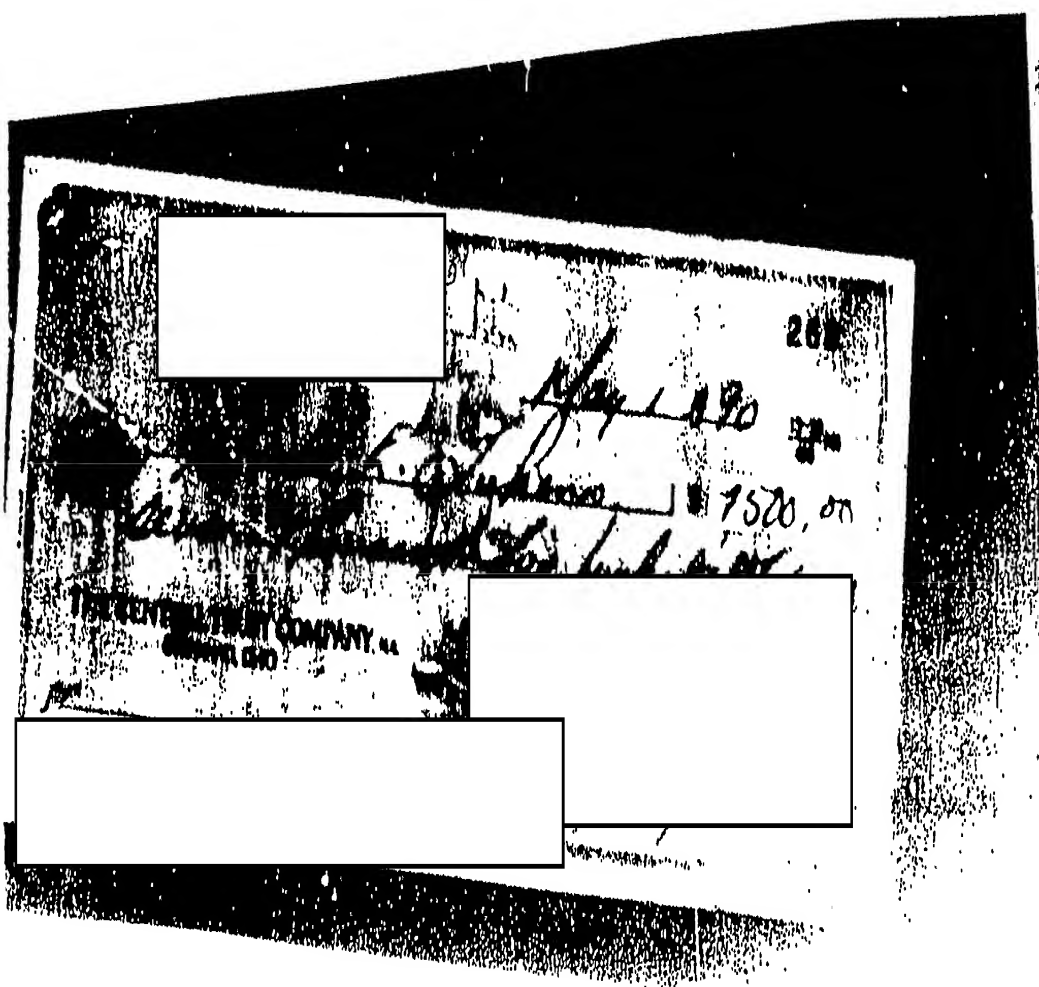
CHILDREN:

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[REDACTED] advised that he lives during the week in an apartment in Ravenna, Ohio, and goes home on the weekends to his residence at [REDACTED]



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June 18, 1992

*Pay to the order of* *John A. Smith & Co. Inc.* *\$500.00*

*Five hundred and no/100 Dollars*

**SAVINGS OF AMERICA**

A Division of United Savings of America, Inc.

Bank and Office 43  
2000 Franklin Circle, Franklin, Ohio 43004

**LIQUID ASSET ACCOUNT**

**NOT VALID FOR LESS THAN \$500**

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8805  
9/6/94

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Aug 26 1990

Pay to the order of Kenneth E. Lukens \$5,000.00

Five Thousand & no/100

**SAVINGS OF AMERICA**

Member FDIC

**LIQUID ASSET ACCOUNT**

NOT VALID FOR LESS THAN \$500

ST [Redacted]

[Redacted]

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6571  
579458

120

SEP 23 1970

5050.00

SAVINGS OF AMERICA

LIQUID ASSET ACCOUNT

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b7C

6241  
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173

May 1 90

RECEIVED FROM [illegible] \$7500

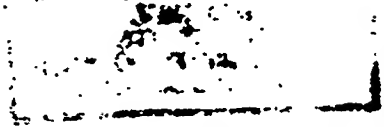
FOR [illegible]

[illegible] H. W. [illegible]

P. 472 5

D. E. Luciano  
WARRANT

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THE GRAND JURY  
WOMEN NAMED BY

204275



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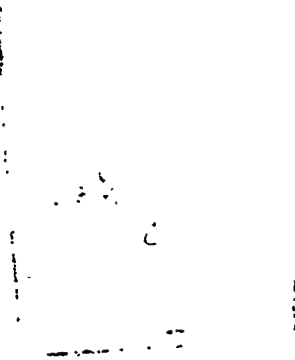
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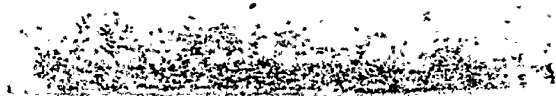
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4725  
L. C. Smith



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FOR CASH TO THE  
ATTORNEY GENERAL

|                                 |          |
|---------------------------------|----------|
| RECEIVED                        | 10-27-72 |
| FEDERAL BUREAU OF INVESTIGATION |          |
| U. S. DEPARTMENT OF JUSTICE     |          |
| WASHINGTON, D. C. 20535         |          |

To: 472.5

*[Handwritten signature]*

1990

JOHN KUBER  
CHIEF, AT AR  
HOUSE OF REPRESENTATIVES  
10-121 WASH, D.C. 20541

ALL DEMANDS IN & FILE  
WORTH TURNED PRYFF

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/6/93

[redacted] date of birth (DOB) [redacted]  
[redacted] Congressman CHARLES TAYLOR of North  
Carolina, 516 Cannon House Office Building, telephone [redacted]  
[redacted] was re-interviewed at the United States Department of  
Justice (USDOJ) 10th and Constitution, in the presence of USDOJ  
Attorneys [redacted] and [redacted]. After being  
advised of the identities of the interviewing agents as well as  
the attorneys present during the interview and the nature of the  
interview, [redacted] thereafter voluntarily provided the following  
information:

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He worked for former Congressman DONALD E. "BUZ" LUKENS  
as a [redacted] from June, 1989 through July 4, 1990.  
He stated that LUKENS had a reputation for being constituent  
oriented. He advised that in many congressman's offices case  
work is usually conducted by the staff members in the district  
office in the congressman's home state, however, LUKENS  
frequently assigned case work to staff members in his Washington  
office.

[redacted] stated that LUKENS kept files on most  
constituent requests or inquiries. These files were often thin  
and might only contain one piece of paper. They were maintained  
in [redacted] (LUKENS' Administrative Assistant) and [redacted]  
[redacted] (LUKENS' personal secretary) office [redacted] and [redacted]  
[redacted] shared the duties of LUKENS' personal secretary. [redacted]  
was an old friend of LUKENS, having known him when he served his  
first term as a congressman. She handled LUKENS' checks and made  
sure any check that came in was immediately deposited into his  
House Bank account as he was "living on the edge" and was always  
complaining about not having any money.

[redacted] advised that [redacted] LUKENS' Chief of Staff  
at his district office in Hamilton, Ohio and the Treasurer of his  
re-election campaign committee, handled LUKENS' personal  
finances.

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Investigation on 9/1/93 at Washington, D.C. File # 46A-WF-179870  
by SAS [redacted] Date dictated 9/3/93  
[redacted] CSB:csb

46A-WF-179870

Continuation of FD-302 of [REDACTED]

, On 9/1/93 , Page 2

When asked why the Congressman was having financial problems, [REDACTED] replied that the talk around the office was that LUKENS spent a great deal of money on prostitutes. He stated that black women would regularly call the office asking for LUKENS and a woman known as [REDACTED] would call the congressman's office several times a week. On one occasion, [REDACTED] another staff member, took a call from a woman who stated she had been waiting at the Madison Hotel for Congressman LUKENS for 45 minutes.

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[REDACTED] stated that he never met an individual known as [REDACTED] in person, however, spoke with him on many occasions over the telephone. He stated that Congressman LUKENS had asked him to handle a matter involving [REDACTED] LUKENS told him that [REDACTED] was being hassled by the United States Department of Education (USDOE) in Columbus, Ohio, and requested that he contact [REDACTED] to find out the details and look into the matter.

He advised he contacted [REDACTED] who advised him that he was being hassled by a woman at the Legal Aid Society in Ohio, whom he referred to as "that bitch". [REDACTED] asked him [REDACTED] to use LUKENS' power as a congressman to influence the Legal Aid Society in dropping their lawsuit against his employer, Cambridge Technical Institute (CTI) and ceasing the USDOE investigation.

He subsequently contacted the USDOE in Washington, D.C. to inquire as to the nature of their inquiry into CTI, which ran technical schools in Ohio. The USDOE in Washington gave him the name of a woman to contact with the USDOE in Columbus, Ohio. He spoke with this woman on several occasions and the woman advised that [REDACTED] and CTI were under investigation for recruiting unqualified individuals to attend their schools and obtaining government loans for these individuals. These individuals would then drop out of school and fail to repay these loans. This woman described [REDACTED] as a "scumbag". After numerous conversations with this woman, he decided that this was a serious matter and there was nothing that his office could do to stop the investigation of [REDACTED] and CTI as LUKENS hoped. He recalls these contacts with the USDOE as beginning approximately three-four weeks before LUKENS' May 8, 1990 primary election and continuing no later than two weeks after the primary.

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Continuation of FD-302 of [REDACTED]

, On 9/1/93, Page 3

[REDACTED] advised he also spoke to a woman at the Legal Aid Society on one or two occasions, and the woman was adamant about not dropping the lawsuit against CTI.

He stated that he gave Congressman LUKENS periodic updates on his contacts with the USDOE and Legal Aid Society and the fact that their office could do nothing to stop the investigation or lawsuit, however, LUKENS did not like getting "no" for an answer. [REDACTED] advised that there were rumors around their office that LUKENS had gotten a significant loan from [REDACTED] and his friends. He does not recall who told him this and he never asked any questions about this loan.

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[REDACTED] advised that he periodically contacted [REDACTED] to tell him that there was nothing their office could do for him or CTI. He stated these negative contacts caused [REDACTED] to become increasingly frustrated. [REDACTED] implied that he had paid LUKENS money, stating words to the effect "we have alot invested in your boss". On one occasion [REDACTED] told him [REDACTED] that if this woman did not get off his back, he would take care of her. [REDACTED] stated that this caused him great concern, as he interpreted this threat by [REDACTED] to mean that he would cause this woman physical harm and he immediately related this conversaton to [REDACTED] whom he had been keeping informed regarding this matter. [REDACTED] told him not to have anything further to do with [REDACTED]. He also told LUKENS about [REDACTED] threat.

Although he was never formally introduced to [REDACTED] [REDACTED] stated that he did see [REDACTED] on one occasion when he visited LUKENS in his office in Washington. He advised that [REDACTED] another staff member, pointed [REDACTED] out to him. He believes [REDACTED] came into the office with one or two other individuals. He stated he thought it was unusual that LUKENS met with [REDACTED] and his companion(s) alone as he [REDACTED] had been working on the [REDACTED] matter for several weeks when this meeting took place and LUKENS generally had a staff member present at any meeting with a constituent. He recalls this meeting between LUKENS and [REDACTED] taking place immediately before or after the primary election.

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Concerning LUKENS' primary election on May 8, 1990, [REDACTED] stated that LUKENS was banking on the fact that his appeal

46A-WF-179870

Continuation of FD-302 of [REDACTED]

, On 9/1/93, Page 4

for the conviction on charges he had a sexual relationship with a minor in Ohio would come through before the primary. He believed if the appeal was granted, he could win the appeal and also the election.

A week before the May 8, 1990 election, [REDACTED] advised that LUKENS' Washington, D.C. staff travelled to Ohio. [REDACTED] told him [REDACTED] that the campaign fund had no money. [REDACTED] was in charge of deciding what strategy to employ and decided that each staff member should go out on the streets and obtain names of individuals to whom they could mail literature regarding LUKENS. Within a few days after arriving in Ohio, [REDACTED] became aware that the campaign had received money and they would use it to make some radio broadcasts and produce posters. He stated he inquired of [REDACTED] and [REDACTED] as to where this money came from, however, they indicated to him that "he didn't want to know" and that this was something "BUZ" (LUKENS) had worked out. [REDACTED] stated he somehow came to the realization that this money had probably come from [REDACTED]

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[REDACTED] stated he left LUKENS employ to do campaign work in Honolulu, Hawaii in July, 1990. While in Honolulu, he received a call from [REDACTED] who had taken over his job as Legislative Director for LUKENS. [REDACTED] inquired as to the status of the [REDACTED] matter and stated that LUKENS was looking to get going on it again. He stated he told [REDACTED] that [REDACTED] had told him to drop it and have nothing further to do with [REDACTED]

[REDACTED] He stated he subsequently did some work in Florida and returned to the Washington, D.C. area in the Fall of 1990. After his returning to Washington, D.C., [REDACTED] told him that [REDACTED] had been gunned down in a telephone booth.

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[REDACTED] stated he subsequently was employed with the following, before accepting his current position with Congressman TAYLOR's office:

December, 1990 to January, 1992 - as a consultant for Citizens for a Sound Economy

January, 1992 to January, 1993 - National Republican Committee

January, 1993 to March, 1993 - managed [REDACTED] congressional committee in Ohio

46A-WF-179870

Continuation of FD-302 of \_\_\_\_\_, On 9/1/93, Page 5

April, 1993 - Present - Congressman CHARLES TAYLOR

He advised that he does not believe \_\_\_\_\_ had any knowledge of LUKENS' receiving money from \_\_\_\_\_ as she never mentioned it. He stated \_\_\_\_\_ kept the books for LUKENS and generally talked openly about anything unusual going on in the office.

He concluded by advising that he is familiar with the name \_\_\_\_\_ however, does not know any details about this individual's involvement with LUKENS. He believes \_\_\_\_\_ who currently works for Abercrombie and Fitch, handled this matter for LUKENS. He advised that \_\_\_\_\_ worked for LUKENS on the Government Operations Committee.

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46A-WF-179870-Sub UU

CSB:csb

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The following investigation was conducted by Special Agent (SA) [redacted] on September 7, 1993:

Contact with [redacted] Assistant Regional Inspector General for Audit, Region 5, United States Department of Education (USDOE), telephone [redacted] reflected the following:

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A review of their file for Cambridge Technical Institute (CTI) in Ohio reflected their office conducted a site visit for survey at CTI beginning on November 14, 1988. He stated these surveys are not routine in that they are not conducted every year, two years, etcetera, however, and generally for a survey to be conducted some information regarding CTI would have had to come to the attention of their office which would have merited their taking a look at the school. He stated their file did not reflect why they conducted the survey of CTI or indicate the existence of any prior problems.

He stated the survey included looking at the following areas: eligibility, cash management and student files. He stated the file indicated the survey determined CTI needed a better cash management system and that they were occasionally late in sending refunds on student loans to banks, however, no serious violations were noted. The USDOE finished their work at CTI on December 9, 1988.

46A-WF-179870 Sub UU -48



- 1 -

FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/15/93

On September 14-15, 1993, SA [redacted]  
conducted a review of [redacted] received from [redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

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Investigation on 9/14-15/93 at Falls Church, Virginia File # 46A-WF-179870 — SUB UU

by SA [redacted] gas Date dictated 9/15/93

48x1

This document contains neither recommendations nor conclusions of the FBI. It is the property of the FBI and is loaned to your agency; it and its contents are not to be distributed outside your agency.

46A-WF-179870

Continuation of FD-302 of , On 9/14-15/93, Page 2

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During the review of  it was noted  
that the following

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/8/93

[redacted] (male, DOB [redacted] residence [redacted]  
 [redacted] residence telephone [redacted]  
 [redacted] employed in the office of Congressman JOE BARTON, 2019  
 East Lamar Blvd., Suite 100, Arlington, Texas 76006, work  
 telephone [redacted] was telephonically contacted at his  
 place of employment. [redacted] was advised of the interviewing  
 Special Agents' official identities and the nature of the  
 interview, after which he furnished the following information:

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[redacted] stated that he did not recognize the name or  
 description provided of [redacted] and that he  
 did not recall hearing the name of the company Holk Development,  
 Inc. (HDI).

[redacted] stated that he did not handle finances for  
 LUKENS or his office. He did handle matters related to the House  
 Government Operations Committee, on which LUKENS served, for some  
 time. [redacted] stated that "LUKENS kinda' ran his financial  
 situation 'on the edge.'"

[redacted] stated that he thought LUKENS used his House  
 Bank account to use the normal "float," so that money would be in  
 the account by the time a check cleared. [redacted] said he was  
 surprised when he learned how few checks LUKENS had bounced.  
 [redacted] stated that he did not think that LUKENS knew that the  
 House Bank covered overdrafts, because he worried about checks  
 clearing. [redacted] stated that LUKENS "really monitored" his House  
 Bank account, so [redacted] suspects that any overdrafts were pretty  
 small amounts. [redacted] heard that LUKENS ran into one of the  
 Congressional staffers, whose identity [redacted] does recall, during  
 the House Bank publicity, and LUKENS indicated that he had no  
 idea that the House Bank had that (overdraft) protection.

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(telephonically)  
 Investigation on 9/8/93 at Arlington, Texas File # 58D-WF-172862  
 by SA [redacted] Date dictated 9/8/93

46A-WF-179870, SUB UU  
 4812

58D-WF-172862

Continuation of FD-302 of [REDACTED], On 9/8/93, Page 2

Because of the situation in LUKENS' office at the time when [REDACTED] left, people who had previously just been interns moved into some "serious" staff positions.

[REDACTED] stated that he did not know [REDACTED] or [REDACTED]

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Regarding the manner of LUKENS' assigning projects if HDI or someone else needed something, [REDACTED] stated that if you were in the office, you could be assigned whatever came up. It was hard to change a project to someone else once it was assigned.

When asked about LUKENS' ever receiving improper money, loans, or the like, [REDACTED] stated that he had heard about Ohio newspaper articles concerning loans that LUKENS received from people in Ohio, but that this related to the time before he returned to Congress. The articles about this would be dated around late 1989 or early 1990. [REDACTED] stated that he did not think that this activity was related to LUKENS' being a Congressman.

- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/9/93

[redacted] was interviewed at the office of U.S. Congressman JIM SAXTON, Room #438 Cannon House Office Building, Washington, D.C., telephone number [redacted] Congressman SAXTON and has been so employed for approximately ten months. [redacted] U.S. Congressman DONALD E. (BUZ) LUKENS. After being advised of the identities of the interviewing Agents and the nature of the interview, [redacted] provided the following information:

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[redacted] was born on [redacted] His Social Security Account Number is [redacted] [redacted] currently resides at [redacted] Alexandria, Virginia 22310, telephone number [redacted]

[redacted] advised that in 1986 he worked on the election campaign for Senator STEVE SIMS. After the election, [redacted] became Congressman LUKENS'S Administrative Assistant (AA). [redacted] persuaded [redacted] to join LUKEN'S staff [redacted] worked in that capacity for approximately one year. [redacted] then rejoined Senator SIMS' staff as his Press Secretary. When asked why he left his position with Congressman LUKENS' to return to Senator SIMS' staff, [redacted] responded that he liked SIMS better and that LUKENS had a tendency to be "explosive" at times. However, [redacted] left Senator SIMS' staff in January, 1989, to return to Congressman LUKENS' office as [redacted] LUKENS resigned from Congress during the fall of 1990, leaving [redacted] out of work. [redacted] then worked as [redacted] for the DEPARTMENT OF THE INTERIOR from February, 1991, to January, 1993. He then obtained his present position with Congressman SAXTON.

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[redacted] was questioned concerning his motivation for returning as LUKENS' [redacted] in January, 1989. [redacted] stated that LUKENS' office at that time was in a "crisis mode" due to LUKENS' involvement in a sexual misconduct scandal. [redacted] was interested in taking on the challenge

Investigation on 8/25/93 at Washington, D.C. File # 46A-WF-179870 SUB UU -49  
by SA [redacted], JR [redacted]  
SA [redacted] dlp Date dictated 9/1/93

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Continuation of FD-302 of [REDACTED]

, On 8/25/93, Page 2

presented by LUKENS' situation. He was also assured by LUKENS' attorney, [REDACTED] that he [REDACTED] would have full control of LUKENS' office. [REDACTED] was advised that, since LUKENS' arrest on the sexual misconduct charges, LUKENS rarely spent time in his office. Thus, [REDACTED] would not have to deal with LUKENS' ego on a regular basis. [REDACTED] commented that, during his second term of employment for LUKENS, LUKENS was seldom in the office. LUKENS was probably around his office only about one day per week. When LUKENS was in his office he was "docile" and rarely did anything productive. [REDACTED] stated that LUKENS was extremely scared of the press at that time and would leave his office if he heard that a media representative was anywhere in the vicinity. [REDACTED] recalled that it was common for one of LUKENS' staffers to pick him (LUKENS) up at his apartment, drive him to the House of Representatives for a vote, and then take him right back to his apartment afterwards.

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[REDACTED] briefly discussed the allegations of sexual misconduct against LUKENS. He advised that LUKENS was accused of having sex with an underage girl. [REDACTED] stated that LUKENS told him that he was not guilty. LUKENS claimed that he asked the girl for identification, and that the girl gave him a fake identification card that indicated she was 20 years old. [REDACTED] stated that LUKENS' attitude was that there was nothing wrong with what he did. [REDACTED] recalled that LUKENS was tried and convicted in Ohio around May, 1989, on charges of contributing to the delinquency of a minor. LUKENS' two defense attorneys were [REDACTED] of Columbia, Ohio, and [REDACTED] actually argued the case while [REDACTED] served as a consultant. LUKENS did not testify in his own behalf during the trial. LUKENS and his attorneys subsequently appealed his conviction.

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[REDACTED] was questioned regarding his knowledge of LUKENS' account at the House Bank. [REDACTED] stated that he personally had no involvement with LUKENS' House Bank account. He further stated that he wanted nothing to do with anything related to LUKENS' money or finances. [REDACTED] advised that LUKENS had several credit cards on which he owed money. [REDACTED] commented that when bills came in for LUKENS, it was "time to leave" so as not to be present for LUKENS' negative reaction. [REDACTED] knew LUKENS was experiencing financial troubles but was not sure of the cause of his problems. [REDACTED] mentioned that LUKENS' generosity and/or ignorance might have contributed to his financial woes. [REDACTED] cited examples where LUKENS would buy

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Continuation of FD-302 of [REDACTED]

, On 8/25/93, Page 3

rounds of drinks for lobbyists instead of having the lobbyists pay for his drinks, as the system usually works.

[REDACTED] informed that, if anyone was helping LUKENS with his House Bank account, it would probably have been one of his secretaries, either [REDACTED] or [REDACTED] (phonetic). [REDACTED] stated that he never signed any checks against LUKENS' House Bank account. He did not believe [REDACTED] or [REDACTED] signed checks for LUKENS either. [REDACTED] advised that LUKENS preferred to sign things for himself and was reluctant to allow others to use his signature. [REDACTED] informed that [REDACTED] and possibly [REDACTED] may have taken deposits to the House Bank for LUKENS. In those circumstances, LUKENS would have endorsed the checks to be deposited prior to giving them to the person to take to the bank. [REDACTED] could not recall anyone maintaining a check register for LUKENS' account at the House Bank. [REDACTED] mentioned that LUKENS kept a list of numbers on the left side of his desk. LUKENS would occasionally put checks by some of the numbers. [REDACTED] guessed that this practice might have been related to LUKENS' management of his money or his House Bank account.

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[REDACTED] had no recollection of ever receiving calls from the House Bank about overdraft situations in LUKENS' account. He stated that he had talked with [REDACTED] and other members of LUKENS' staff, and none of them remembered ever being called by the House Bank. [REDACTED] did not believe that LUKENS had any bounced checks. [REDACTED] stated that he was not aware of the House Bank's policy of allowing congressional members to overdraw their accounts. [REDACTED] stated that he did not believe LUKENS was aware of the House Bank's overdraft policy either.

[REDACTED] advised that [REDACTED] helped LUKENS with his financial situation. [REDACTED] "got him (LUKENS) in line" to some extent. [REDACTED] was also the Treasurer for LUKENS' campaign committee. [REDACTED] handled the filing of all documents with the FEDERAL ELECTION COMMISSION (FEC) and was fully responsible for all financial matters relating to LUKENS' campaign.

[REDACTED] was questioned about LUKENS' reelection campaign during the Spring of 1990. [REDACTED] recalled that the campaign had virtually no money. The campaign sent out fundraising letters, but their primary strategy was to use the news media to their advantage. [REDACTED] stated that the main

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46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED]

, On 8/25/93, Page 4

focus of the campaign was a seven day blitz which occurred during the week leading up to the May 8, 1990, election day. [REDACTED] stated that LUKENS' staff convinced themselves that they could win the election. LUKENS ultimately lost the election, receiving about 20 percent of the votes, to which [REDACTED] commented, "10,000 people voted for a convicted sex offender." [REDACTED] stated that he believes LUKENS could have won the election if he had come forward and apologized for his actions which resulted in the sexual misconduct scandal, rather than maintaining that he was not guilty. [REDACTED] commented that LUKENS was in a good mood during the reelection campaign. However, LUKENS was afraid to face the public and often failed to show up for appointments.

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[REDACTED] confirmed that he was basically in charge of running LUKENS' reelection campaign from a strategy standpoint, although he mentioned that [REDACTED] may have technically been LUKENS' Campaign Chairman. [REDACTED] managed the financial aspects of LUKENS' campaign. [REDACTED] would decide how the campaign funds should be spent, but he would have to consult with [REDACTED] to determine whether [REDACTED] could or would spend money for a particular purpose. [REDACTED] commented that [REDACTED] did not want to create debts for LUKENS' campaign, because he [REDACTED] intended to stay in Ohio after the election and did not want to be responsible for such obligations.

[REDACTED] remembered a large sum of money coming into LUKENS' campaign shortly before the election. [REDACTED] recalled that LUKENS made a loan of about \$7500 to his campaign. [REDACTED] remembered being in Ohio when the money was received. He thought the funds were received around seven days prior to the May 8 election due to the fact that the campaign had the means to conduct an intense campaign for seven days. [REDACTED] recalled [REDACTED] arriving one day and telling him something to the effect of, "We've got \$10,000. LUKENS gave us \$7500." [REDACTED] remembered thinking to himself, "Well, now maybe we can turn this (campaign) into a circus." [REDACTED] stated that he did not ask [REDACTED] where LUKENS obtained the money that he lent to his campaign. [REDACTED] did not offer an explanation. [REDACTED] mentioned that LUKENS had some financial resources, including a farm against which he could possibly borrow money. LUKENS also had his congressional paycheck. [REDACTED] advised that the campaign used the money from LUKENS to send out mailings and to do radio and newspaper advertising.

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46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED], On 8/25/93, Page 5

[REDACTED] was asked about his knowledge of a man named [REDACTED] recalled that [REDACTED] operated trade schools in Ohio. He assumed [REDACTED] was in LUKENS' congressional district or at least was close to LUKENS' district. [REDACTED] vaguely remembered that [REDACTED] schools were possibly involved in questionable practices where the school would recruit students, obtain government grants for the students, "flush out" the students, but keep the government funds. [REDACTED] maintained that his business partner wanted to operate the aforementioned scam but that he [REDACTED] did not want to be involved. [REDACTED] remembered that [REDACTED] partner had been murdered in a phone booth. [REDACTED] recalled talking with other people in LUKENS' office about the possibility of generating positive press by "busting up" the trade school scam.

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[REDACTED] advised that [REDACTED] came to Washington, D.C., several times. On one occasion, [REDACTED] travelled to Washington, D.C., to be interviewed on CABLE NEWS NETWORK (CNN) about the above-stated scam at his trade schools. [REDACTED] came to LUKENS' office prior to going on CNN. [REDACTED] recalled talking with [REDACTED] and that [REDACTED] asked him what questions to expect from the reporters on CNN. During their conversation, [REDACTED] explained the trade school scam in detail. [REDACTED] knew the scam had occurred and he indicated that he wanted to help prevent it from happening again. [REDACTED] watched [REDACTED] on the CNN news report.

[REDACTED] informed that [REDACTED] came to Washington on other occasions, sometimes with his wife and family. When he was in Washington, [REDACTED] sometimes dropped in on LUKENS. LUKENS' office would provide [REDACTED] with tickets to the Capitol, the White House, and other tourist attractions. [REDACTED] stated that he did not know where or how LUKENS originally met [REDACTED]. He commented that LUKENS met people from all over [REDACTED] and established relationships quickly. [REDACTED] stated that [REDACTED] seemed "in awe" of knowing a congressman.

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[REDACTED] described [REDACTED] as a white male, approximately 5'8" to 5'9" tall, about 165 pounds with an average build. [REDACTED] had dark hair and possibly had a mustache and beard. [REDACTED] remembered [REDACTED] as being somewhat of a "fast-talker." [REDACTED] recalled that [REDACTED] wife had blonde hair.

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Continuation of FD-302 of [REDACTED]

, On 8/25/93, Page 6

[REDACTED] claimed that he had no knowledge of LUKENS ever receiving any payments from [REDACTED] commented that LUKENS "had loans from everyone," but he was not aware of LUKENS receiving loans from [REDACTED] stated that [REDACTED] did not strike him as being "election-oriented," so he did not think [REDACTED] was a campaign contributor or that he had loaned money to LUKENS' campaign.

[REDACTED] initially stated that he was not aware of anything [REDACTED] wanted LUKENS' office to do for him. He later recalled that there was an education-related issue, possibly pertaining to the accreditation of his schools, that [REDACTED] wanted assistance with. [REDACTED] one of LUKENS' staffers, was handling the situation [REDACTED] recalled them getting some negative information concerning [REDACTED] schools and possibly being told to stay away from or not waste their time on the issue. The information may have come through a call from an education official. [REDACTED] remembered telling [REDACTED] to stop working on [REDACTED] request. He probably told [REDACTED] to "freeze him [REDACTED] out," meaning to not answer [REDACTED] S calls and ignore [REDACTED] thought [REDACTED] was the only individual with whom LUKENS' office dealt on education-related matters.

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[REDACTED] stated that he did not have any conversations with LUKENS regarding problems with [REDACTED] did recall LUKENS telling him that [REDACTED] was a good guy and that he ran good schools. [REDACTED] thought LUKENS may have been to one of [REDACTED] schools.

[REDACTED] believed that he had probably talked with [REDACTED] via telephone on at least one occasion. [REDACTED] stated that the last time he saw or had any contact with [REDACTED] was when he watched him on the CNN news report about trade school scams.

[REDACTED] advised that there were five "memorable" people who visited LUKENS on multiple occasions. [REDACTED] was one of the five noteworthy individuals. A police officer from New York named (first name unknown) [REDACTED] (phonetic) also visited LUKENS often. Additionally, [REDACTED] identified [REDACTED] of HOLK DEVELOPMENT (HD). [REDACTED] described [REDACTED] as more sophisticated than [REDACTED] was apparently trying to obtain LUKENS' assistance to land government contracts for HD.

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46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED], On 8/25/93, Page 7

[REDACTED] advised that around August, 1989, he met [REDACTED] at [REDACTED] [REDACTED] bought [REDACTED] a drink. [REDACTED] and [REDACTED] were talking about former congressman LYLE WILLIAMS when LUKENS came in. [REDACTED] then left. He indicated that he was possibly "looked away" by LUKENS. [REDACTED] commented that LUKENS did not like to have staffers around when he was talking to other congressmen or important persons.

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[REDACTED] was questioned concerning record-keeping procedures in LUKENS' office. [REDACTED] advised that generally no records were produced or maintained when a staffer handled a problem for one of LUKENS' constituents. Sometimes documents were kept in situations such as where LUKENS' office was attempting to obtain a Veteran's check for a constituent. Also, records were sometimes produced and retained if they received a letter from someone wanting a status report. However, the files were sometimes purged after 60 days. [REDACTED] did not know if any paperwork was generated or retained with regard to [REDACTED] situation.

Shortly after LUKENS resigned, his staff helped him move about 20 boxes of his personal belongings to his (LUKENS') apartment. [REDACTED] advised that other material from LUKENS' office was boxed up. About ten boxes of files were moved to the Longworth House Office Building when LUKENS' staff was forced to vacated LUKENS' office space. [REDACTED] thought someone may have called MIAMI UNIVERSITY (MU) in Ohio to see if MU was interested in LUKENS' records. [REDACTED] recalled that MU was not at all interested in accepting the records. [REDACTED] speculated that the documents may have been sent to the National Archives. [REDACTED] also admitted that the boxes of records might have simply been left behind when LUKENS' staff left the premises. [REDACTED] stated that LUKENS' staff members were all unemployed at the time, and the boxes of documents were not a primary concern to anyone.

[REDACTED] advised that the computers from LUKENS' congressional office were not owned by LUKENS. The computers were taken to the basement of the Cannon House Office Building after LUKENS resigned. They were then either sold or reused.

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[REDACTED] was shown a copy of a deposit ticket, dated May 3, 1990, by which \$19,857.56 was deposited into LUKENS' House Bank account. One copy of the deposit ticket is attached for incorporation herein. [REDACTED] did not recognize the handwriting

46A-WF-179870 SUB UU

Continuation of FD-302 of [REDACTED], On 8/25/93, Page 8

on the deposit ticket. However, he stated that the writing on the ticket was not LUKENS' handwriting. [REDACTED] demonstrated LUKENS' handwriting. In [REDACTED] depiction, the "D" and "E" were written differently than those shown on the deposit ticket.

[REDACTED] informed that LUKENS' attorney [REDACTED] lives on a boat in the Washington, D.C., area.

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[REDACTED] advised that his last contact with LUKENS occurred about five to six weeks ago. LUKENS told [REDACTED] that the FEDERAL BUREAU OF INVESTIGATION (FBI) would probably be calling him. LUKENS said that there was not a serious problem, that the FBI was simply investigating the House Bank. [REDACTED] stated that he normally talks to LUKENS only about once a year, during February, around LUKENS' birthday.

OFFICIAL  
INDIVIDUAL OFFICIAL RECEIPT

SERGEANT AT ARMS

U.S. House of Representatives  
Washington, DC 20515

Credit account of HONORABLE

D. E. Lukins

Account Number 472.5

Date May 3 1990

Please see that all checks and drafts are endorsed  
State name of Bank on which items are drawn

|          | Dollars | Cents |
|----------|---------|-------|
| Currency |         |       |

|      |  |  |
|------|--|--|
| Coin |  |  |
|------|--|--|

| Checks     | Dollars | Cents |
|------------|---------|-------|
| 268        | 7500    | 00    |
| 173        | 7500    | 00    |
| 2090-52752 | 4757    | 56    |

201051  
TOTAL 14,375.56

B-6236

C-507071

# Memorandum



To : SAC, WMFO

Date 7/27/93

From : SAs [redacted] and  
[redacted] (C-9)

Subject: BIG BOUNCE;  
MAJOR CASE #55;  
FAG  
(OO:WMFO)

Reference conversation with SSA [redacted] (C-9)  
on 7/27/93.

Permission is requested for SA [redacted]  
to travel to the Cleveland (CV) and Cincinnati (CI) Divisions  
to conduct interviews and other leads in connection with  
captioned matter, WMFO file 46A-WF-179870, specifically  
regarding former Congressman DONALD "BUZ" LUKENS (Sub UU).

[redacted] an Aurora, Ohio (CV Division)  
businessman is believed to have paid several bribes to LUKENS for  
LUKENS' intervention in Federal and State investigations  
concerning his businesses, Cambridge Technical Institute and  
Boheckers Business School.

[redacted] Middletown, Ohio (CI Division), former  
employee and housemate of LUKENS, is believed to have knowledge  
of the above payments. b6  
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Due to the fact that this is a complex case and that  
[redacted] has developed into a subject, USDOJ attorneys  
have requested that an agent familiar with LUKENS' House Bank  
account, allegations concerning the bribe payments and other  
investigation in this matter be authorized to travel to the  
above-mentioned divisions to conduct these interviews as well  
as the additional leads set forth below:

Interviews of individuals believed to be residing in  
Ohio who have knowledge of the relationship between [redacted]  
and LUKENS.

1 - SAC  
① - 46A-WF-179870 (Sub UU)

CSB:csb

(2) *[signature]*

46A-WF-179870 Sub UU  
[initials] [initials] -50

*[signature]*

*[signature]*

46A-WF-179870-Sub UU

A review of congressional records provided by LUKENS to the Ohio Historical Society, Columbus, Ohio.

Contact with the CV and CI Divisions has been maintained and they are aware of the anticipated travel by WMFO agent and will assist when necessary.

A separate memo is being prepared to request permission for rental of vehicle.

# Memorandum



To : SAC, WMFO

Date 7/27/93

From : SA [redacted] (C-9)

Subject: REQUEST FOR AUTHORIZATION FOR RENTAL OF  
VEHICLE IN CONNECTION WITH OFFICIAL TRAVEL

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Reference memo of SAs [redacted] and [redacted] this date.

Authorization is requested for the writer to rent a vehicle in connection with his official travel to the Cleveland (CV) and Cincinnati (CI) divisions.

Due to the fact that leads to be covered in connection with this trip are located in different divisions, it is believed the most economical and efficient means of traveling between locations would be via a rental vehicle.

*OK / ASAC Arnold W. Morgan  
7/27/93*

CWS:csb  
(2)

*46A-WF-179870 44-51*

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*zz*



- 1 -

## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 8/24/93

[redacted] was interviewed at his place of employment, JAMES E. BAILEY & ASSOCIATES, Warner-Bailey Professional Center, 1502 Peck Boulevard, Hamilton, Ohio telephone number [redacted] is a [redacted] for JAMES E. BAILEY & ASSOCIATES. After being advised of the identity of the interviewing agent and the nature of the interview, [redacted] provided the following information:

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[redacted] advised that he met former U.S. Congressman DONALD "BUZZ" LUKENS during 1966 or 1967. [redacted] was working with a guy from OHIO STATE UNIVERSITY who knew LUKENS. [redacted] worked on LUKENS' first congressional campaign. He recalled that LUKENS was not the endorsed candidate in that election. However, LUKENS predicted that he would win and won the election by about 1500 votes. After the election, LUKENS did not offer [redacted] a position in Washington, D.C., as he had hoped. [redacted] stated that over the years he worked on some of LUKENS' other campaigns. [redacted] served as [redacted] for a couple of LUKENS' campaigns. When LUKENS ran for Governor of Ohio around 1970, his campaign incurred a significant debt. LUKENS brought [redacted] in to straighten out the problems. Around 1987 or 1988, LUKENS' Treasurer was not doing his job properly and not filing the required reports. Again LUKENS hired [redacted] to "clean up the mess", which involved reconstruction of the campaign's financial records. In 1988, LUKENS appointed [redacted] as his [redacted]. He served in that capacity from 1988 through 1990.

[redacted] advised that his duties for LUKENS included managing all of the money taken in via campaign contributions. All of the contributions were received by [redacted] handled the disbursement of monies out of LUKENS' campaign fund. [redacted] informed that LUKENS' Campaign Committee had an account at the FIRST NATIONAL BANK OF SOUTHWESTERN OHIO. [redacted] advised that he prepared and filed all required reports with the FEDERAL ELECTION COMMITTEE (FEC).

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b7CInvestigation on 8/5/93 at Hamilton, Ohio File # 46A-WF-179870 SUB UUby SA [redacted] JRS/gna Date dictated 8/9/93

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Continuation of FD-302 of [REDACTED]

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[REDACTED] was asked to explain the procedure by which LUKENS could obtain reimbursement from his campaign fund for campaign-related expenses. [REDACTED] advised that LUKENS would complete an expense reimbursement form and submit it to [REDACTED] with receipts for the payments he had made. [REDACTED] would then issue a check payable to LUKENS from his Campaign Committee. [REDACTED] commented that most of LUKENS' receipts were for small amounts of money. He indicated that LUKENS probably spent a lot more of his personal funds for campaign-related costs than he was reimbursed for by his campaign fund.

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[REDACTED] stated that LUKENS often failed to seek reimbursement from his campaign for payments he had made. [REDACTED] encouraged LUKENS to request more reimbursements because LUKENS' personal financial position was very poor and he needed the money. [REDACTED] also said that the majority of campaign money received by the LUKENS Campaign Committee was spent on advertising, mailings, and other similar items. These costs were paid directly by the Campaign Committee and did not involve any outlay of personal funds by LUKENS. [REDACTED] further commented that, with the exception of his last election in 1990, LUKENS won so easily that he had trouble raising funds for his campaigns.

[REDACTED] advised that LUKENS now has nothing financially. [REDACTED] stated that he had done some financial planning for LUKENS and was somewhat familiar with LUKENS' financial position. He informed that LUKENS had promised his (LUKENS') father that he would never let the family farm get out of the family. LUKENS made extreme efforts to hold onto the family farm including cashing in his pension. Thus, LUKENS has no retirement. LUKENS ultimately lost the family farm. [REDACTED] advised that LUKENS' Campaign Committee still owes him approximately \$21,000 for a personal loan that LUKENS, made to his campaign. [REDACTED] stated that he had loaned money to LUKENS, but that LUKENS had always paid the money back.

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[REDACTED] mentioned that, while LUKENS was in Congress, he (LUKENS) maintained three apartments: one in Middletown, Ohio; one in Columbus, Ohio; and one in Washington, D.C. Paying rent on three apartments contributed to LUKENS' financial woes. [REDACTED] eventually convinced LUKENS to get rid of two of the apartments, the ones in Middletown and Columbus. [REDACTED] and LUKENS then purchased a house together in Middletown, Ohio.

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Continuation of FD-302 of [REDACTED]

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[REDACTED] was questioned concerning LUKENS 1990 re-election campaign. [REDACTED] advised that the election primary was a three-way race and was held in May, 1990. One of LUKENS' opponents was JOHN BANIOR (phonetic) who [REDACTED] described as good-looking and wealthy. BANIOR was the winner of the election. LUKENS had been involved in a sexual misconduct scandal which had hurt his popularity. [REDACTED] recalled that LUKENS was facing legal proceedings in June, 1990, on the sexual misconduct charges. However, LUKENS thought he had a chance to win. [REDACTED] commented that LUKENS still has a loyal following in his district. LUKENS ran his 1990 re-election campaign with no Campaign Chairman and with [REDACTED] as his [REDACTED]

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[REDACTED] was asked about the financing for LUKENS' 1990 re-election campaign. [REDACTED] commented that they had trouble raising funds and did not receive the same amount of money as they had in prior campaigns. The majority of funding for LUKENS' 1990 campaign was provided via a \$20,000 loan from LUKENS himself. The \$20,000 payment from LUKENS was the single largest infusion of funds into the campaign. The campaign did not receive much support from other contributors. [REDACTED] mentioned that, at the same time as the campaign, they were also trying to obtain money for a Legal Defense Fund for LUKENS to assist with legal proceedings related to the above-stated sexual misconduct charges.

[REDACTED] described the circumstances surrounding the \$20,000 loan that LUKENS made to his 1990 campaign. He remembered that the \$20,000 was received right at the end of the campaign. LUKENS was running his own campaign since he did not have a Campaign Chairman. It was getting near the election day, and the polls indicated that LUKENS was going to lose. LUKENS wanted to do radio advertising. [REDACTED] told LUKENS that the campaign fund had no money to use to buy advertising time on the radio. LUKENS responded that "I'll get the money." [REDACTED] did not ask LUKENS how he intended to obtain the money. A short time later, LUKENS produced a \$20,000 check drawn against his bank account. The money was spent on radio advertising.

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[REDACTED] stated that he had no knowledge of where LUKENS acquired the \$20,000 that he loaned to his campaign. He stated that LUKENS had indicated that the \$20,000 came from personal funds. At the time they were discussing doing radio advertising, LUKENS told [REDACTED] something to the effect of, "I'm going to put

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Continuation of FD-302 of [REDACTED]

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my own money into the campaign." [REDACTED] stated that he advised LUKENS against putting such a large sum of his own money into the campaign at that time. [REDACTED] did not think it was a wise decision. Since the polls showed that LUKENS was probably going to lose the election, he felt that LUKENS was wasting his money. [REDACTED] advised that the \$20,000 payment came before he had done any financial planning for LUKENS. Thus, he was not very knowledgeable about LUKENS' personal financial situation at the time he provided the \$20,000 to his campaign.

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[REDACTED] stated that, when LUKENS provided him with the \$20,000 check, LUKENS offered no explanation as to where he had gotten the funds. [REDACTED] did not ask LUKENS where the money had come from. [REDACTED] said that LUKENS had enough problems with the campaign and the legal proceedings he was involved in. [REDACTED] felt that LUKENS did not need to be interrogated as to where he obtained the \$20,000. [REDACTED] described LUKENS at that point as being in a "survival mode".

[REDACTED] stated that he knew that LUKENS did not have sufficient cash to make a \$20,000 payment to his campaign. However, he believed that LUKENS had the means to borrow that amount of money. [REDACTED] mentioned that LUKENS had land that he could use as collateral for a loan. [REDACTED] advised that it was not unusual for LUKENS to borrow money from individuals.

[REDACTED] advised that LUKENS probably gave the \$20,000 check to him at the house they were sharing in Middletown, Ohio. [REDACTED] stated that he did not attend any meeting related to the acquisition of the \$20,000 by LUKENS. [REDACTED] stated that, when LUKENS gave him the \$20,000, he had a feeling of relief because the money was so desperately needed by LUKENS' campaign.

[REDACTED] stated that he had no knowledge of an individual named [REDACTED]. He stated that he was not aware of any payments from [REDACTED] to LUKENS. [REDACTED] claimed that he was never present at any meetings between [REDACTED] and LUKENS and was definitely not present at any meetings where [REDACTED] paid money to LUKENS. [REDACTED] did not recall LUKENS ever mentioning [REDACTED]. [REDACTED] stated that [REDACTED] was not a significant campaign contributor. [REDACTED] advised that, if [REDACTED] had been a significant contributor to LUKENS' campaigns, he would have known about him. [REDACTED] added that most of the largest contributors to LUKENS' campaign were from out of town. [REDACTED]

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Continuation of FD-302 of [REDACTED], On 8/5/93, Page 5

[REDACTED] had no knowledge of LUKENS performing any services for [REDACTED] or providing anything of value to him. [REDACTED] advised that LUKENS was a business consultant and speculated that he could have done some consulting work for [REDACTED]

[REDACTED] advised that he had no knowledge of an individual named HENRY WHITESELL. [REDACTED] stated that WHITESELL could not have been a significant contributor to LUKENS' campaigns, or he would have known of WHITESELL.

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[REDACTED] informed that LUKENS lost the 1990 primary election. He advised that the \$20,000 loan that LUKENS made to his campaign fund was not repaid and is still outstanding.

[REDACTED] advised that the house he shared with LUKENS was located on Main Street in Middletown, Ohio. He and LUKENS bought the house together and moved in around January or February of 1990. [REDACTED] recalled that they moved in right after allegations of LUKENS' sexual misconduct hit the newspapers. [REDACTED] stated that he and LUKENS were each supposed to put up \$20,000 toward the house purchase. LUKENS never provided his \$20,000 for the transaction. [REDACTED] commented that maybe, by not putting up his \$20,000 for the house, LUKENS was able to save \$20,000 that he later provided to his campaign.

[REDACTED] informed that he lived in the house in Middletown, Ohio, with his sons and his mother. LUKENS ultimately decided to return to Washington, D.C. When LUKENS went to Washington, he furnished his portion of the title to [REDACTED] mother. [REDACTED] advised that the house was sold during May, 1993.

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[REDACTED] advised that LUKENS is currently doing consulting work. LUKENS is involved with [REDACTED], who apparently provides investment advice relating to pension plans. [REDACTED] speculated that LUKENS probably handles introductions for [REDACTED] worked on LUKENS' campaigns.

[REDACTED] stated that he still talks occasionally with LUKENS via telephone. [REDACTED] last talked to LUKENS a couple of weeks ago. [REDACTED] stated that LUKENS usually calls him.

[REDACTED] advised that he did not have much involvement with the preparation of LUKENS' Ethics In Government Act (EIGA)

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Continuation of FD-302 of [REDACTED], On 8/5/93, Page 6

financial disclosure forms. [REDACTED] LUKENS' Chief of Staff in Washington, D.C., probably had much more involvement with the EIGA reports.

[REDACTED] mentioned that LUKENS was once the President of a National Young Republican organization. He also mentioned that LUKENS served as Chairman of the Ohio State Senate Finance Committee.

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[REDACTED] advised that LUKENS had suffered from throat cancer during the 1980s.

[REDACTED] stated that he did not consider LUKENS to be the type of person who would accept bribes or misuse funds. [REDACTED] commented that LUKENS only "abused himself".

The following descriptive information was obtained from interview and observation of [REDACTED]

NAME:

[REDACTED]

RACE:

WHITE

SEX:

MALE

DOB:

POB:

SSAN:

CURRENT ADDRESS:

TELEPHONE NUMBER:

[REDACTED]

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While [REDACTED] presently works for JAMES E. BAILEY & ASSOCIATES in Hamilton, Ohio, he will be taking a new job in the immediate future. [REDACTED] will be working for RACHLIN ASSOCIATES, 360 Lexington Avenue, 5th floor, New York, New York, telephone number [REDACTED] will be in charge of the computer system for RACHLIN ASSOCIATES. [REDACTED] will be living at [REDACTED] [REDACTED] telephone number [REDACTED]

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/7/93

[redacted] Date of Birth (DOB): [redacted]  
[redacted] Social Security Account Number (SSAN): [redacted] was interviewed at her residence, [redacted] Cincinnati, Ohio, telephone number [redacted]. [redacted] works for the SISTERS OF CHARITY in Cincinnati, Ohio. [redacted] was interviewed in the presence of her husband, [redacted]. After being apprised of the identity of the interviewing agent and the nature of the interview, [redacted] furnished the following information:

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[redacted] stated that she was employed for one week as a Receptionist at CAMBRIDGE TECHNICAL INSTITUTE (CTI). Her duties included answering the telephone. [redacted] remembered one occasion when [redacted], an official of CTI, told her he was expecting a telephone call from U.S. Congressman DONALD LUKENS. LUKENS later called for [redacted]. [redacted] specifically remembered the call from LUKENS to [redacted] because of LUKENS' stature as a U.S. Congressman.

[redacted] advised that, during her brief employment at CTI, LUKENS never called for HENRY WHITESELL.

Investigation on 8/5/93 at Cincinnati, Ohio File # WMFO 46A-WF-179870  
Sub UU -53  
by SA [redacted] *[initials]* Date dictated 8/10/93

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## FEDERAL BUREAU OF INVESTIGATION

Date of transcription 9/7/93

[redacted] was interviewed at his residence, [redacted] Cincinnati, Ohio 45215, telephone number [redacted] Date of Birth (DOB) was [redacted] and his Social Security Account Number is [redacted] currently works as an [redacted] at GREAT OAKS JOINT VOCATIONAL SCHOOL in Cincinnati, Ohio. [redacted] was interviewed in the presence of his wife, [redacted] After being advised of the identity of the interviewing agent and the nature of the interview, [redacted] provided the following information:

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[redacted] confirmed that he was the [redacted] the former owner of CAMBRIDGE TECHNICAL INSTITUTE (CTI). [redacted] was shown a copy of a \$7,500.00 check, dated May 1, 1990, written by HENRY WHITESELL payable to U.S. Congressman DONALD E. LUKENS. The check was written against a bank account held jointly by HENRY WHITESELL and [redacted] brother. One copy of the \$7,500.00 check is attached for incorporation herein. [redacted] stated that he was aware of the bank account held jointly by [redacted] However, [redacted] knew nothing about the \$7,500.00 check to LUKENS. [redacted] stated that he did not know why [redacted] would make a \$7,500.00 payment to LUKENS.

[redacted] stated that he was not aware of any direct relationship between [redacted] and LUKENS. He had no knowledge of [redacted] ever meeting with LUKENS or having any conversations with LUKENS. [redacted] stated that [redacted] never talked about LUKENS. He commented that HENRY WHITESELL usually talked about the people he did business with so he [redacted] and his wife usually heard about [redacted] business associates. [redacted] also mentioned that [redacted] usually played tennis with most of his business contacts. [redacted] repeated that he was not aware of [redacted] having any dealings with LUKENS. [redacted] advised that [redacted] once hosted a party for a politician, but that LUKENS was not involved in any way.

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Investigation on 8/5/93 at Cincinnati, Ohio File # WMFO 46A-WF-179870  
by SA [redacted] imf Sub UU 54 Date dictated 8/10/93



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Continuation of FD-302 of [REDACTED]

, On 8/5/93, Page 2

[REDACTED] informed that [REDACTED] business partner, [REDACTED] apparently had a close relationship with LUKENS. [REDACTED] advised that he used to work at CTI. He stated that LUKENS often called the CTI officers to speak with [REDACTED] advised that [REDACTED] told him he lived near LUKENS and was able to talk with LUKENS often.

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[REDACTED] advised that, two days before [REDACTED] was killed, [REDACTED] gave him a Swiss Army watch. [REDACTED] represented that the watch had come from LUKENS. [REDACTED] said that [REDACTED] handled him the watch and told him it was from "My friend, BUZ LUKENS." [REDACTED] told [REDACTED] that LUKENS had obtained the watch from the Swiss Army, but [REDACTED] suspected that LUKENS had simply bought the watch. [REDACTED] thought the watch had a value of about \$95.00. [REDACTED] was puzzled as to why [REDACTED] gave him the Swiss Army watch from LUKENS. [REDACTED] asked [REDACTED] why [REDACTED] gave him the watch. [REDACTED] had no idea. [REDACTED] stated that he never met LUKENS.

When [REDACTED] presented [REDACTED] with the Swiss Army watch, he had another man with him. [REDACTED] recalled that the man had big buck teeth. [REDACTED] was apparently also going to get the other man a Swiss Army watch from LUKENS.

[REDACTED] commented that [REDACTED] collects watches.

[REDACTED] stated that he was aware that CTI was experiencing problems related to its recruitment and retention of students and the student loan funds being received through the government. [REDACTED] commented that [REDACTED] was probably most responsible for any improper practices at CTI. However, he predicted that [REDACTED] would blame all of CTI's troubles on HENRY WHITESELL. [REDACTED] stated that he did not like or trust [REDACTED] and that he had warned [REDACTED] to get away from [REDACTED] HENRY WHITESELL did not heed [REDACTED] advice and ended up being murdered.

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[REDACTED] was asked whether he thought the \$7,500.00 check from his father to LUKENS could have possibly been a bribe to solicit LUKENS help with respect to the problems at CTI.

[REDACTED] responded that it would not surprise him if the \$7,500.00 payment constituted an illegal bribe to obtain LUKENS' influence. However, [REDACTED] believed that any bribe payment would have been the idea of [REDACTED] and that [REDACTED]

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Continuation of FD-302 of [REDACTED], On 8/5/93, Page 3

[REDACTED] merely went along with the plan. [REDACTED] described his [REDACTED] of mind in May, 1990, as "desperate." [REDACTED] was on the verge of declaring bankruptcy and was in the process of selling off assets and transferring assets into his wife's name. [REDACTED] stated that [REDACTED] would not have confided in him about anything that he (HENRY WHITESELL) was doing that was illegal.

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[REDACTED] stated that he believes that [REDACTED] and his step-mother, [REDACTED], conspired to kill his father. [REDACTED] advised that [REDACTED] and his step-mother had the most to gain from HENRY WHITESELL's death. [REDACTED] had been a joint owner with HENRY WHITESELL of BOHECKER'S BUSINESS SCHOOL (BBS). When HENRY WHITESELL died, [REDACTED] was able to purchase his interest in BBS and thereby became the sole owner of BBS. [REDACTED] advised that, just prior to [REDACTED] death, [REDACTED] and [REDACTED] were about to consummate a transaction whereby BBS was to be sold for a price of around \$700,000.00 to \$1 million. When HENRY WHITESELL died, [REDACTED] was permitted to purchase his partner's portion of BBS for only \$50,000.00. [REDACTED] described BBS as very lucrative financially. [REDACTED] also mentioned that [REDACTED] was a 15 percent owner of CTI. When HENRY WHITESELL died, CTI was dissolved. At the time of its dissolution, CTI owed money. The document showing [REDACTED] 15 percent interest in CTI could never be found. Thus, [REDACTED] did not have to pay any portion of the debt owed by CTI. Additionally, [REDACTED] stated that, after [REDACTED] was killed, [REDACTED] could blame all of CTI's problems on HENRY WHITESELL.

[REDACTED] advised that his step-mother significantly benefitted financially as the result of [REDACTED] death. [REDACTED] received about \$1 million upon HENRY WHITESELL's death. Included in that amount was a \$600,000.00 life insurance policy benefit, their house, automobiles, and the numerous assets that HENRY WHITESELL had transferred into her name. If HENRY WHITESELL had lived, he might have gone bankrupt and possibly could have gone to jail for improprieties at CTI. [REDACTED] would have suffered financially under those circumstances.

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[REDACTED] commented that [REDACTED] murder appeared to have been professionally done. HENRY WHITESELL was shot two times in the head and three times in the mid-section.

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Continuation of FD-302 of [REDACTED], On 8/5/93, Page 4

The murderer did not take HENRY WHITESELL's car, jewelry, or a large check that he had in his pocket. [REDACTED] questioned why [REDACTED] was using a pay telephone at the time he was murdered when he had a cellular telephone in his car.

[REDACTED] stated that he never talks to [REDACTED] anymore.

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[REDACTED] advised that [REDACTED] has a girlfriend named [REDACTED] commented that, if [REDACTED] ever "dumps" her, [REDACTED] will tell everything about [REDACTED] dealings. At that time, [REDACTED] may divulge who murdered HENRY WHITESELL.

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DIANA B. KUKA

\$7500

DIANA B. KUKA

H. W. H. C.

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Sgt. Atty.  
HOUSE OF REPRESENTATIVES  
24-121 WASH. DC  
ALL DETAILS IN FILE  
WOMEN POWER PARTY

To: 4725  
Dunsmuir Ave  
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FEDERAL BUREAU OF INVESTIGATION  
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